

Request for Proposal

(RFP)

Appointment of Project Management Consultant

For

Ittra Park & Sangrahalya at Kannauj, Uttar

Pradesh

Uttar Pradesh State Industrial & development Corporation Ltd.

**NOTICE INVITING TENDER
FOR**

Appointment of Project Management Consultant
For
Ittra Park & Sangrahalya at Kannauj, Uttar Pradesh

Uttar Pradesh State Industrial Development Corporation Limited invites Technical and Financial Proposals from firms of national and international repute to support the UPSIDC in setting up of the proposed Ittra Park & Sangrahalya in Kannauj, Uttar Pradesh.

The document can be downloaded from the website <https://etender.up.nic.in>

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR 5,000/- is to be paid only using RTGS favour of UPSIDC Ltd. payable at Kanpur(Bank Name IDBI Bank, Branch- Mall Road, Kanpur A/c No. 0090102000040637 IFSC Code: IBKL0000090).

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Uttar Pradesh State Industrial Development Corporation Ltd. hereinafter referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	12/04/2018
2	Last date for receiving queries	23/04/2018 or next working day in event of a holiday
3	Date of Pre-Bidding Meeting	20/04/2018 14:00 Hrs or next working day in event of a holiday
4	Response to queries	27/04/2018 or next working day in event of a holiday
5	Proposal Submission Date	By 07/05/2018 at 17:00 Hrs
6	Technical Proposal Opening	08/05/2018 on or after 11:00 Hrs
7	Financial Bid Opening	To be notified
8	Letter of Award	To be intimated
9	Start Date	To be intimated to Selected Bidder
10	Cost of Tender (Demand Draft)	INR 5,000 (Rupees Five Thousand Only)
11	Earnest Money Deposit (EMD) in the form of Demand Draft	INR 10,00,000 (Rupees Ten Lakhs Only)
12	Performance Bank Guarantee	10% of the Total Professional Fee
13	Website for Tender Documents	https://etender.up.nic.in
14	Method of Selection	QCBS 70:30
15	Contact Details	Managing Director UPSIDC Ltd. A 1/4, Lakhanpur Kanpur - 208024 E-mail id: 'md@upsidc.com' Telephone:0512-2582851, 2582852, 2582853 Fax: 0512-258079

Note:

1. Department reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.

2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

2. Background Information

1. Introduction

UPSIDC intends to set up a Ittra Park & Sangrahalya at Kannauj to promote perfume industry in the region. This will lead to development and exploration of new markets for perfume industry. The project envisages development of a special perfume manufacturing zone with modern distillation and extraction units.

UPSIDC has acquired a total land area of 30 acres(future expansion plan up to 100 Acre) in Kannauj Ittra Park & Sangrahalya which is located at Paithana & Balnapur in Tirwa tehsil of Kannauj district. Principal products manufactured at Kannauj are Paithana & Balnapur in Tirwa tehsil of Kannauj district. Total number of units operational are 375.It generates an employment of about 25000-30,000 Nos.(Direct & Indirect).

The raw material (flowers) comes from different places like Rose comes from Hathras and Aligarh in Uttar Pradesh and Palanpur in Himachal Pradesh, Khus from Bharatpur (Rajasthan), Chameli comes from Chandoli in Jaunpur district, Raat Rani comes from Viaywara district (Andhra Pradesh), Kewra comes from the costal areas of Burahanpur, Ganjam in Orissa and Saffron from Jammu & Kashmir. Jafrani Ganda, Maulshri, Jasmine, Kadamb, Merigold, Henna and Gul henna are the local crops of Kannauj. Spices and herbs come from North-East States of India and Himalayan region in the North. Plants grown in Kannauj district and adjoining districts for attar and essential oil making Mentha Mint, Rosa Grass, Citroneffa, Lemon Grass, Patchoufi, tulsi, Rose, German Chamomile, Marigold or Genda, Jasmine, Henna or Mehendi. The uniqueness of Kannauj attar industry lies in its know-how of fragrance and fragrance blending learned in centuries long existence and reputation for producing quality Attar. Besides attars derived from single flower fragrance, a large number of attars are made by blending fragrances of different flowers, herbs and spices. The simple appearing water distillation process needs highly skilled and experienced workers. For More details please visit https://www.youtube.com/watch?v=MB9_QICBSb4

2. Objective

The objective of this RFP is to engage a Project Management Consultant for Ittra Park & Sangrahalya at Kannauj, Uttar Pradesh. The RFP document provides the Scope of Work, pre-qualification criteria, terms and conditions including evaluation criteria, EMD, application fee and suggested response formats.

3 Eligibility Criteria

3.1 Eligibility requirements for the Consultant/ Advisor

The Bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP/Tender documents. The Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the Services for "Ittra Park & Sangrahalya". The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to Proposal is open to all Bidders who qualify the eligibility criteria as given below:

Criteria	Requirements	Documentary Evidence
Qualification Criteria		
Legal Entity	The Bidder should be a Business Entity or a Joint Venture/Consortium of Business Entities. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India	Certificates of Registration/ Incorporation and Joint Venture Agreement
Financial Capacity	The Bidder (or Lead Member of the Joint Venture/Consortium) should have a minimum annual turnover of INR 50 crore (FY 14-15, 15-16 and 16-17)	Certificate from statutory auditor /audited financial statements for the three previous financial years.
Bidder Experience	The Bidder should have been in the business of Project Management Consultant and Construction Supervision Services in at least 4 projects or more in sector specific industrial areas in at least 2 industrial sectors within last 5 years from the date of submission of the tender. The areas of these industrial areas should be equal to or more than 50 Acres	Proof of incorporation of the firm/ company (Articles of Association); attested by the authorized signatory. Proofs like work orders / vouchers that mentions the name of government body or private company to which the services are rendered clearly specifying the area, sector and date of completion
Blacklisting	The Bidder should not have been blacklisted/ banned/ debarred by any State Government or Central Government entity/ PSU/statutory authority/regulatory authority/quasi-judicial body in the last 5 years	Self-certification. False certification and/or nondisclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting by the State of Uttar Pradesh.
Consortia / JVs	Permitted. Maximum 3 members where lead bidder should meet all the pre-qualification criteria and should have more than 50% stake in the consortia/JV.	Legal agreement showing the roles and responsibility and the stakeholder percentage.
Not Currently working on Any Assignment of UPSIDC	The Bidder or its subsidiary/ parent company should not be working on any assignment of UPSIDC as individual, Joint venture or as subcontractor	Notarized Affidavit from authorised Signatory

4. Instruction to the Bidders

4.1 General Conditions of Contract

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by UPSIDC on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred Bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- b. "Consultant" or "Advisor" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- c. "Authority" means firm/ company who submits proposal in response to this Request for Proposal document.
- d. 'Department' means Uttar Pradesh State Industrial Development Corporation Ltd. After the incorporation of the SPV for the Ittra Park & Sangrahalya, Department shall refer to SPV.
- e. "SPV" means Special Purpose Vehicle established for the development of the proposed Ittra Park & Sangrahalya.
- f. "Contract" means the Contract entered into by the parties for providing the services.
- g. "Personnel" means professional and support staff provided by the Consultant to perform Services to execute an assignment and any part thereof.
- h. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the Department for appointment of consultant.
- i. "Services" means the work to be performed by the Consultant pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the Department.

4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other Bidder information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page. All the proposals should be submitted through etender.up.nic.in
- d. The bidder should submit all original documents and hard bound copy of proposals to the department at the time of technical presentation.
- e. In case of any difference between the proposal submitted online and hard bound proposal, the proposal submitted online will be considered valid.

4.4 Pre-bid meeting & Clarifications

4.4.1 Bidders Queries

- a. Department shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Department by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- c. Department shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.
- d. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, 'Department' reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer notified by department will endeavour to provide timely response to the queries. However, Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Department undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will only be uploaded on the website <https://etender.up.nic.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 Rights to terminate the process

- a. Department may terminate the RFP process at any time and without assigning any reason. Department make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by Department. The Bidders' participation in this process may result Department selecting the Bidder to engage towards execution of the Contract.

4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the website <https://etender.up.nic.in>. The RFP document fees will be as mentioned in the factsheet given above.
- b. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.5.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of INR 10,00,000/- (Rupees Ten Lakhs Only), in the form of a Fixed deposit receipt pledged to Financial Controller, UPSIDC and should be valid for 180 Days from the due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by Department within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

4.5.4 Submission of Responses

- a. Technical Bid (containing)
 - i. EMD, Power of Attorney and Bid Document Fees
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3
 - iii. Technical Proposal
- b. Financial Bid (containing)
 - i. Cover Letter
 - ii. Financial Proposal

4.5.5 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. Department shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. Department reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

4.8 Modification and withdrawal of 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 Department.
- 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 etender.up.nic.in will not be considered in any case.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

4.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The Department shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Department on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.11 Contacting the Department

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

4.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid GST registration certificate.

4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

4.14 Opening of Proposal

First, The Technical bid will be opened. The Financial bid may be opened in presence of technically qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Bid
- b. Financial Bid

4.15 Deciding Award of Contract

- a. The Department reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to Department and its appointed representative on the date asked for, at no cost to the Department. The Department may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. Department shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. Department shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the Department at the opening of bid.
- d. After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with Department.
- e. Special Condition for Awarding the Agreement:
 - i. Department will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. Department may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. Department will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. Department will have the right to ask for additional Team members beyond what has been specified in this RFP.

4.16 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the

purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.

- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

4.17 Publicity

Any publicity by the Bidder containing the name of Department should be done only with the explicit written permission from Department.

4.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 10% of Total Professional Fee has to deposited in the form of FDR/TDR/BG of any nationalized/scheduled bank in the name of UPSIDC Ltd. the performance guarantee shall be valid for period of 6 months beyond the duration of Contract as specified in the RFP document. The Consultant shall sign the Agreement with in thirty days from the issue of LoA.

Agreement is mutually extendable post the completion of the initial term.

4.18.1 Performance Guarantee

The successful Consultant / Company/ firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

4.19 Duration of Contract

The Contract shall initially be valid for a period of one year beginning from the signing of the Agreement/ Contract. The Consultant/Joint Venture and the Department may mutually extend the Agreement for subsequent period depending on the requirements of the Department and on the terms mutually agreed by both the parties.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):

- i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
- iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- iv. If the selected Bidder commits breach of any condition of the Contract
- v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.1 Termination for Default

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.2 Termination for Insolvency

Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

4.20.1.3 Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.

- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.20.1.4 Termination by Department

- a. The Department may, by not less than 60 days" written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Consultant/ Advisor in writing with specific observations and instructions.

4.20.1.5 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach

- ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
- iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

4.20.1.5 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Liquidated Damages

- a. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

4.20.3 Dispute Resolution Mechanism

The Department and the supplier shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.

4.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4.20.6 Failure to agree with Terms and Conditions of the RFP

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 Department may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

4.21 Deployment

The proposed team is required to work in close coordination with the department. Whenever required, the proposed team has to follow the working hours, working days and Holidays of Uttar Pradesh State Government.

4.22 Contract Performance Guarantee

- a. Within 30 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Contract Performance Guarantee to the Department, Kanpur, which shall be equal to 10% of Total Professional Fee and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 6 months beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

4.23 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

4.24 Contract administration

- a. Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall

comply with any instructions that are given by the Department representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

- v. A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

4.25 Right of Monitoring, Inspection and Periodic Audit

The Department reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other Consultant/ Advisor/ Agency appointed by the Department, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

4.26 Department's Obligations

The Department representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

Department shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

Department shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

4.27 Information Security

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Department, whichever is earliest, return any and all information provided to the Selected Bidder by Department, including any copies or reproductions, both hard copy and electronic.

4.28 Indemnity

The Selected Bidder shall execute and furnish to the Department, a Deed of Indemnity in favour of the Department in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of Total Professional Fee in favour of the Department.

4.29 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. Department however reserve the right to review and negotiate the charges payable.

4.30 Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

4.31 Payment Schedule

The payment as specified in financial format Annexure -3 as submitted by Selected Consultant/ Advisors shall be made as per the payment schedule detailed below after the approval of the deliverables by the department:

S. No.	Milestone	Timeline	Payment
1	Signing of the Contract with Consultant	X Date	
2	Inception report Project Execution Plan	X + 30 Days	
3	Final Marketing & Branding Strategy Plan	X + 180 Days	15% of Total Professional Fee
4	Draft Detailed Project Report:	X+90 Days	5% of Total Professional Fee
5	Environmental Impact Assessment report	X+ 365 days	10% of Total Professional Fee
6	Final Detailed Project Report	X+120 days	10% of Total Professional Fee
7	Capacity building & Skill development plan	X+150 days	5% of Total Professional Fee
8	Tender Document for appointing construction agency	X+180 days	10% of Total Professional Fee
9	Bid evaluation Report and Signed Contract	X+240 days	5% of Total Professional Fee
10	Project Monitoring, Management and Construction Supervision Services & completion of work	2 years from the date of award of contract	30% of Total Professional Fee *payment will be released Quarterly in proportion to the quantity of work completed by the construction agency based on the completion certificate issued by UPSIDC
11	On completion of the project		10% of Total Professional Fee

4.32 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.33 Conflict of interest

The Bidder shall disclose to Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.34 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.35 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

4.36 “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against Department, under or by virtue of or arising out of, the Contract, nor shall Department entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of Department in such form as shall be required by it after the work is finally accepted.

4.37 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives its written consent to the selected Bidder.

4.38 General

4.38.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the Department and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the Department and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

Department will not be under any obligation to the Implementation Consultant’s/ Advisor’s Team except as agreed under the terms of the Contract.

4.38.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Department.

4.38.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Department notifies the Selected Bidder of its release from those obligations.

4.38.4 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.38.5 Governing Law

This Contract shall be governed in accordance with the laws of India.

4.38.6 Jurisdiction of Courts

The High Court of India at Allahabad, Uttar Pradesh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.38.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.38.8 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Managing Director
UPSIDC Ltd.
A 1/4, Lakhanpur
Kanpur - 208024
E-mail id: 'md@upsidc.com'
Telephone: 0512-2582851, 2582852, 2582853

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

4.38.9 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.38.10 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.38.11 Taxes

The Bidder shall pay service and other applicable taxes, if any, imposed on the Services under this Contract.

4.38.12 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.39 Fraud and Corrupt Practices

4.39.1 Fraud and Corrupt Practices

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

- b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 years from the date such Bidder, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Department in relation to any matter concerning the Project;
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
 - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Scope of Work

The scope of work for the current assignment is broadly for establishment of a Ittra Park & Sangrahalya. The broad scope of work is mentioned below:

- To Study existing Process and Develop standard Process and Products
- To prepare Marketing & Branding Strategy Plan
- To prepare the detailed project report
- Assistance in Bid Process Management & contract management
- Project Monitoring & Supervision

Detailed Scope of Work of the Project Advisor

PART A: Process & Product Development

- a. Studying existing products and their manufacturing process used Kannuj perfume Industry
- b. Standardization of manufacturing process for all perfume products by Identifying & adopting internationally recognised quality standards for perfume & fragrances conforming to the GI tag
- c. Development of new products as per the demand in both local and global markets and acquiring GI tags for new products
- d. Developing Testing and Certification standards and process which are in line with internationally recognised quality standards for perfume & fragrances
- e. Development Training and skill development contents for different process for entrepreneurs and workers

PART B: Marketing & Branding Strategy

- a. Formulating branding strategy and branding plan
- b. Developing a Brand for the product manufactured in Kannauj Ittra Park & Sangrahalya
 - Brand Name
 - Logo
 - Label for Different category of products
 - Website
 - Movie
 - Social Media pages, etc.
- c. Based on process standardization in part A, suggest a revenue sharing PPP model for testing, Quality certification and tamper proof labelling(RFID, QR Code, etc) of products adhering to process and quality standards developed
- d. Select an agency to establish testing, Quality certification and labelling facility in PPP revenue sharing mode
- e. Leverage the Intellectual Property Rights, GI for Branding, Marketing framework & promotion of the Perfume Products developed Kannauj Ittra Park & Sangrahalya.

- Creating a brand having a “point of difference” for the target group of consumers
- Design & development of the **Utility Model** of the finished product
- Identification of Target Market segment for both domestic & international
- f. Plan to utilize existing museum of ASI at G.T road near Kannauj for showcasing of products, history and promotion once the Ittra Park & Sangrahalya is operational.
- g. Assisting in marketing and promotion of products locally & globally for 2 years from the date of commencement/operational of Ittra Park & Sangrahalya.

PART C: Detailed Project Report

- a. To prepare a Concept Master plan
 - Development Plan will be developed in two phases
- b. Preparation of Detailed Project Report which would consist of all essential features relating to physical, technical, financial, environmental and institutional aspects of the project. The DPR should include:
 - cluster analysis depicting the feasibility
 - detailed engineering survey including land survey
 - legible contour survey reports and contour plan/ maps of the proposed land
 - site analysis for elements like soil analysis, onsite features etc. for realistic cost estimates of land development and construction
 - detailed master plan along with sectional drawings and building plan with legends and clear picture of title of drawing and other relevant details
 - construction cost certified by Chartered Engineer
 - cost of plant and equipment backed with quotation from equipment and machinery suppliers etc.
- c. Strategy to upgrade the existing local industry and the associated process of Attar production at Kannauj by inducting equipment manufacturing firms specialized in perfume processing.
 - Standardization of existing as per the quality framework production of attar.
 - Development of common infrastructure
- d. To prepare a business plan with suggested (phased) development and governance model for the Ittra Park & Sangrahalya. Based on the most suitable development alternative, assess the project landed cost and carry out a detailed financial analysis to estimate expected revenue streams, cash flows for the project and the anticipated financial viability of the project which will form the basis of detailed financial model and structuring of project for the project advisor
- e. Suggest to department various modes/ methodologies on which project can be taken up including estimation of required physical and financial resources
- f. Financial appraisal of the project i.e. project financing pattern, cost profitability, recovery mechanism including sensitivity analysis.
- g. Exploration of possible grants under any Government of India schemes consultant/advisor shall actively support in the form of presentation and

justifications (if any) to authority for obtaining grants

- h. Assess the regulatory and institutional aspects related to the project
- i. Detail database generation including field investigation & surveys, Site analysis, land use characteristics, proposed regional development plan and infrastructure project.
- j. Conducting the market study, demand assessment and competition scan, in order to assess the competitive scenario of the proposed project. Selected example of the similar project shall be studied, outlining the success and failure. The economic and investment scenario in the region with trends and development, attractiveness of specific area from the view of investment shall be studied by the consultant/ advisor
- k. Assistance to the department/ SPV in obtaining the grant approval from the central government.
- l. Environmental impact Assessment Survey for the Ittra Park & Sangrahalya.
- m. Road map for future expansion & development of the perfume industry at Kannauj.
- n. Capacity building & Skill development plan
- o. Assistance in preparation of application to State Pollution Control Board for submission of "Consent to Establish" by the authority/ department

Part D : Bid Process Management

- a. Prepare tender documents suitable for local competitive Bidding and assist with establishment of one or more constructions contracts as required and setting up a project monitoring unit for monitoring of deliverables and work of the project.
- b. The Tender Documents shall be suitable for calling tenders by Engineering Procurement Contract (EPC).
- c. The tender Documents shall include provisions for maintenance for a period of 3 years after completion of the Works.

Part E: Project Monitoring, Management and Construction Supervision Services

- a. Bidder will establish a Project Monitoring, Management Construction Supervision Services Unit to be deployed at work site The primary responsibility of the Project Monitoring, Management Construction Supervision Services Unit will be:
 - Monitoring of Construction as per approved layout plan
 - Procurement Services - Including monitoring of supplies in terms of quality and quantity
 - Monitoring of execution as per Quality management plan
 - Construction supervision
 - Scope Management
 - Cost Management
 - Time Management

Deliverables

PART A:

1. Inception report
2. Report on Existing Products and Process
3. Standard Operating Procedures and detail manufacturing process with details of raw material with quality
4. Report on New Products with market demand analysis
5. Report on Testing and Certification standards and process with their international equivalence and its implementation model
6. GI registration of products if not presently available
7. Course content and Online LMS

Part B:

8. Draft Marketing & Branding Strategy Plan
9. Final Marketing & Branding Strategy Plan
10. Branding Material in editable softcopy and printed Hard copies
11. Website, Movie
12. Labelling technology so that they cannot be counterfeited
13. Project Execution Plan

Part C

14. Draft Detailed Project Report:
15. Environmental Impact Assessment report
16. Final Detailed Project Report.
17. Signed Agreement of SPV if any.
18. Road map for future expansion & development of the perfume industry at Kannauj.
19. Capacity building & Skill development plan
20. Monthly Activity Report & Consolidated Quarterly Activity Reports

Part D

21. Tender Document for appointing construction agency and Certifying Agency
22. Bid evaluation Report and Signed Contract

Part E

23. Project Dashboard
24. Tracking Sheets for Engineering
25. Tracking Sheets for Procurement
26. Tracking Sheet for Construction Progress Monitoring
27. Monthly Plan vs. Achieved Compliance Status
28. Short Term Delivery Targets
29. S- Curves -Planned vs. Actual
30. Monthly Progress Reports

6. Team Composition

The team for the engagement should comprise of Two core team members. The core team should be supported by the other team members for the timely completion of the activities and deliverables finalised in consultation with the UPSIDC. Two core team members will be deployed at SPV/UPSIDC on full time basis other team members as requested in the annexure VII shall work remotely and visit the site and support the core team members as and when required

Following should be the composition of the core team:

S. No.	Position	Number	Qualification & Experience
1	International Perfumery Expert (Full Time for 1 Year) (Part time 30% involvement for 2 Years)	1	<ul style="list-style-type: none"> Graduate/Post Graduate in Perfumery field 12 years of professional experience out of which at least 5 year should be in France and/or USA Experience in working/Development of Process Standardisation, Quality Certification in Branding in perfume industry for 2 brands
2	Project Manager (Full Time Onsite)	1	<ul style="list-style-type: none"> Engineer with post-graduation in management/MBA with 6 years of experience. Experience of handling at least 2 consulting projects in Industrial Area Development or Urban Infrastructure Development Project Experience in infrastructure siting & planning & Urban Development Project would be an advantage
3	Civil Engineer (Full Time Onsite)	1	<ul style="list-style-type: none"> Civil Engineer with 6 years of experience. Experience of handling at least 2 consulting projects in Industrial Area Development or Urban Infrastructure Development Project Experience in infrastructure siting & planning & Urban Development Project would be an advantage
4	Marketing & Branding Manager (Full time onsite)	1	<ul style="list-style-type: none"> A MBA in Marketing/Branding management 5 year Experience in branding & promotion of products using IPR & GI tags at international level

If at any point in time, the Department feels that a resource is not up to the mark, a replacement will be demanded in written, and will need to be obliged within 2 weeks. The Consultant/ Advisor is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in written to the Client and only upon agreement, the replacement may be carried out.

The consultant/ advisor shall make available the resources/ team members for meetings with department or any other government officials in Uttar Pradesh.

Note: No Contractual or Third Party Resources will be provided. All Resources will have to be on Company Rolls as on the date of the submission. Failure to do so will lead to rejection and blacklisting.

7. Evaluation & Selection

7.1 Technical Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The Department may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders' representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
 - i. Preliminary examination of pre-qualification/ eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.

ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:

- Supporting document is to be submitted in Technical Cover.
- Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
- In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
- Bidders failing to comply any of the above then the Bid will be summarily rejected.

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Turnover of the Firm	10	
A-1	Average annual turnover (Turnover of only lead partner should be taken into account) <50 Crore: 0 Marks 50 to 100 Crore: 5 Marks Above 100 Crores: 10 Marks	10	Certificate from statutory auditor /audited financial statements for the three previous financial years
B	Similar Previous Experience	35	
B-1	The Bidder should have experience as Project Management Consultant and in Construction Supervision of industrial park/SEZ in India for area of 50 acres or more in more than 2 different industrial sectors <ul style="list-style-type: none"> • 100 acres or above - 3 marks for each project (maximum of 5 projects) • 75 acres and above but not more than 100 acres: 2.5 Marks for each project (maximum of 5 projects) • 50 acres and above but not more than 75 acres: 2 marks for each project (maximum of 5 projects) Maximum of 15 marks	15	Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + ongoing Certificate
B-2	The Bidder should have experience of obtaining Grant/assistance for projects from Government/International organisation having overall project cost <ul style="list-style-type: none"> • 100 crores or above - 5 marks for each 	10	Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
	<p>project (maximum of 2 projects)</p> <ul style="list-style-type: none"> • 50 crores and above but not more than 100 crores : 4 marks for each project (maximum of 2 projects) <p>Maximum of 10 Marks</p>		<p>Statutory Auditor); OR Work Order + ongoing Certificate Along with the approval letter of the Grant/ assistance from the respective agency</p>
B-3	<p>The Bidder should have experience marketing & branding of IPR of at least one Geographical Indicator products</p> <p>Each eligible assignments: 5 Mark</p> <p>Maximum of 10 Marks (maximum of 2 projects)</p>	10	
C	Approach & Methodology	25	
	<ul style="list-style-type: none"> • Approach & Methodology: 5 Marks • Understanding of the Project: 5 Marks • Marketing & Branding Plan for Perfumes: 15 mark 		(Technical Proposal & Technical Presentation)
D	Experience of the Core Team (All resources are required to be present during technical presentation)	30	
D-1	<p>International Perfumery Expert</p> <ul style="list-style-type: none"> • Graduate/Post Graduate in Perfumery field 12 years of professional experience out which atleast 5 year should be in France and/or USA • Experience in working/Development of Process Standardisation, Quality Certification in Branding in perfume industry <p><u>Experience- 5 marks</u> 12 Years of experience – 2 Marks Each additional Year of experience – 1 Marks up to maximum of 5 Marks</p> <p><u>Experience in working/Development of Process Standardisation, Quality Certification – 5 marks</u> 2 Perfume Products -1 mark Each additional Products- 0.5 marks up to a maximum of 5 marks</p>	10	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel
D-2	<p>Assistant Project Manager(Full time onsite)</p> <ul style="list-style-type: none"> • A Engineer with post-graduation in management 	5	Enclose CV as per format defined in the RFP with consent from the

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
	<ul style="list-style-type: none"> Experience of handling at least 2 consulting projects in sector specific industrial development project Experience in infrastructure siting & planning <p><u>Experience- 3 marks</u> 6 Years of experience – 2 Marks Each additional Year of experience – 0.5 Marks up to maximum of 3 Marks</p> <p><u>Projects- 2 marks</u> 2 Projects in sector specific industrial development or urban Infrastructure Development -1 mark Each additional project- 0.5 marks up to a maximum of 2 marks</p>		Proposed Personnel
D-3	<p>Marketing & Branding Manager (Full time onsite)</p> <ul style="list-style-type: none"> A MBA in Marketing/Branding management Experience in branding & promotion of products using IPR & GI tags at international level <p><u>Experience- 5 marks</u> 5 Years of experience – 2 Marks Each additional Year of experience – 1 Marks up to maximum of 5 Marks</p> <p><u>Projects- 5 marks</u> 2 branding & promotional campaigns -3 mark Each additional project- 1 marks up to a maximum of 5 marks</p>	10	
D-4	<p>Civil Engineer (Full time onsite)</p> <ul style="list-style-type: none"> A Civil Engineer Experience of handling at least 2 consulting projects in sector specific industrial development project Experience in infrastructure siting & planning <p><u>Experience- 3 marks</u> 6 Years of experience – 2 Marks Each additional Year of experience – 0.5 Marks up to maximum of 3 Marks</p> <p><u>Projects- 2 marks</u></p>	5	Enclose CV as per format defined in the RFP with consent from the Proposed Personnel

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
	2 Projects in sector specific industrial development or urban Infrastructure Development -1 mark Each additional project- 0.5 marks up to a maximum of 2 marks		
	Total	100	

The Bidder must deploy additional resources for the project and construction supervision as per the requirement for effective project management

Bidders may submit only relevant project experience while preparing the technical proposal. Only first five project submitted by the bidders will considered for the evaluations.

7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$Sf = 100 \times Fm / \text{Financial Proposal of Applicant under consideration}$

1. Fm: Lowest Financial Proposal
2. Sf: Financial Score

For selection of Consultnat/Advisor, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (Tm \times 0.70) + (Sf \times 0.30)$ Te: Technical score.

Tm : Technical Marks

Sf: Financial Score

7.3 Selection

The Bidder scoring the highest Total Score shall be declared as the "Selected Consultant"

8 Annexures

8.1 Annexure I: Proposal Covering Letter

Date:

Managing Director
UPSIDC Ltd.
A 1/4, Lakhanpur
Kanpur - 208024
E-mail id: 'md@upsidc.com'
Telephone:0512-2582851, 2582852, 2582853
Fax: 0512-258079

Dear Sir,

We (Name of the Bidder) hereby submit our Proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this Proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of Proposal, and
4. We are quoting for all the services mentioned in the Scope of Work of the RFP.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. UPSIDC , Kanpur may contact the following person for further information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility criteria, Proposal bid documents and technical bid documents along with original DD of both EMD and Tender Document Fee.

Yours sincerely,
Signature
Full name of signatory
Designation
Name of the Bidder (firm etc.)

8.2 Annexure II: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of Technical Proposal (Envelope – 2) on stamp paper of value required under law duly signed by 'Bidder' for the tender)

Dated: _____

POWER OF ATTORNEY To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement <<Name of the project>> involving the deliverables as per agreement with UPSIDC, vide Request of Proposal (Tender Document) Document dated _____, issued by Managing Director, UPSIDC, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by UPSIDC or any governmental authority, representing us in all matters before UPSIDC and generally dealing with UPSIDC in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)
(Name, Title and Address)

Accept
(Attested signature of Mr. _____)
(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

8.3 Annexure III: Financial Proposal Format

To be returned in original along with the Proposals (Envelope C)

To
Managing Director
UPSIDC Ltd.
A 1/4, Lakhanpur
Kanpur - 208024
E-mail id: 'md@upsidc.com'
Telephone:0512-2582851, 2582852, 2582853
Fax: 0512-258079

Subject: Selection of consultant <<name of the Project>>

Sir,

We, the undersigned, offer to provide the services for proposed "Ittra Park & Sangrahalya" in kannauj, Uttar Pradesh to UPSIDC in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is as below:

Professional Fee:

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

Notes

- 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
- The above excludes any applicable taxes

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:

8.4 Annexure IV: Draft Performance Guarantee

(To be issued by a Bank)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/ Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of <<Client name & Address>> which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ a company/ firm formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2018 issued by Managing Director , UPSIDC and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Managing Director , UPSIDC as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Managing Director , UPSIDC, and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under
2. We, the Guarantor, shall, without demur, pay to Managing Director , UPSIDC an amount not exceeding INR _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Managing Director , UPSIDC, stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Managing Director , UPSIDC is disputed by the Bidder or not.
4. The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the UPSIDC under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Managing Director,

UPSIDC prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Managing Director , UPSIDC.

5. In order to give effect to this Guarantee, Managing Director , UPSIDC shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Managing Director , UPSIDC or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Managing Director , UPSIDC against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of Managing Director , UPSIDC or any indulgence by Managing Director , UPSIDC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank

8.5 Annexure V: Format for Professional Experience Citations

Assignment Name		Country
Project Location within the Country		Professional Staff provided by your Firm/ Company
Name of Client		No. of Staff
		No. of Person Months
Start Date	Completion Date	Approx. Value of Services
Name of Associated Firms (s)if any		No. of Professional Staff Months provided by Associated Firms(s)
Name of Senior Staff(Project Director/ Coordinator, Team Leader)involved and functions Performed		
Detailed Narrative Description of Project		
Detailed Description of Actual Services Provided by your Firm		

8.6 Annexure VI: Format for Curriculum Vitae (CV) of Key Staff

Photo	1. Name:			
	2. Position:			
	3. Date of Birth:			
	4. Education:			
5. Employment Record	From	To	Company	Position Held
6. Brief Profile				
7. Countries of Work Experience				
8. Languages				
9. Representative Projects				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
<p>Nature of Work:</p> <p>Year:</p> <p>Location:</p> <p>Company:</p> <p>Position Held:</p> <p>Main Features:</p> <p>Activities Performed:</p>				
Signature:			Name:	

8.7 Annexure VII: Format for Composition of Team and Tasks of Team Members

Sr. No.	Name	Qualification & Experience Required (in Years)	Proposed Position	Task Assigned
			International Perfumery Expert	
			Project manager	
			PPP Expert	
			Infrastructure Expert	
			Urban Planner	
			Branding & Marketing Expert	
			Financial Expert	

Note: Attach CV of all experts who will be supporting core team members as mentioned above

8.8 Annexure VIII: Format for Joint Venture

(To Be Made On Stamp Paper of Requisite Value and Notarized)

This Joint Venture Agreement (the "AGREEMENT") made at _____ on this ___ day of _____, 2016

BY AND AMONGST

M/s _____ {*Lead Member (JV Member 1)*}, a _____ incorporated under _____ (*name of the relevant act/law of under which registered in the Country of Registration*) and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____") and having _____% stake in Joint Venture, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

AND

M/s _____ (*JV Member 2*), a _____ incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____") and having _____% stake in Joint Venture, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

AND

M/s _____ (*JV Member 3*), a company incorporated under the _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____") and having _____% stake in Joint Venture, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the THIRD PART

(_____, _____ and _____ shall be individually referred to as the "Party" and jointly referred to as the "Parties" or "JV Members").

WHEREAS:

- A. The UPSIDC invited Bids/ Proposals for the work of 'technical consultant cum transaction advisor for feasibility analysis, project structuring, detailed project report and bid process management for proposed "Ittra Park & Sangrahalya" in kannauj, Uttar Pradesh Appointment of Project Management Consultant for Ittra Park &

Sangrahalya at Kannauj, Uttar Pradesh' (hereinafter referred to as the "Project").

- B. M/s _____, M/s. _____ and M/s. _____ have agreed to consolidate their resources and experience, and apply jointly as a Joint Venture (hereinafter referred to as the "Joint Venture"), vide this Joint Venture Agreement, for the purpose of developing and completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the "RFP document").
- C. M/s _____, M/s. _____ and M/s. _____ have therefore agreed to enter into this Joint Venture Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The recital herein contained shall constitute and integral and operative part of this AGREEMENT.
2. The Parties hereto agree to consolidate their resources and hereby form a Joint Venture to jointly prepare, submit and Bid for the Project, which has financing and commercial benefits, as detailed in the RFP document issued by UPSIDC for the implementation/execution and completion of the Project.
3. The Parties hereto agree that _____ shall be the Lead Member and _____ and _____ shall be the JV Members 2 & 3 respectively of the Joint Venture.
4. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Joint Venture. _____ (*Lead Member*) shall be authorized to act on behalf of the Joint Venture as their representative for implementation/execution and completion of the Project.
5. _____ undertakes that it has the necessary qualification to fulfil technical and financial capability criteria for the implementation/execution and completion of the Project as detailed in the RFP Document, including the Final Contract signed with the UPSIDC.
6. _____, _____ and _____ shall be jointly and severally liable for the completion of the Project in accordance with the terms of the RFP Document. It is further unanimously agreed by the Parties that the Lead Member, along with other JV Members shall:-
 - a) coordinate the day to day activities of the Joint Venture;
 - b) undertake to be jointly and severally liable/responsible for all the obligations and liabilities relating to the Project, in accordance with the terms of the RFP Document and the Final Contract signed with UPSIDC, till the end of the Contract Period; and

- c) Complete all works assigned under the RFP Document and the Final Contract signed with UPSIDC, till the end of the Contract Period.
7. The role and the responsibility of each Party for the execution and completion of the Assignment shall be as follows:

Name of Member	Type of Member	Role & Responsibility
_____	JV Member 1 (Lead Member)	_____
_____	JV Member 2	_____
_____	JV Member 2	_____

8. Confidentiality – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.
9. Term and Duration – This Agreement shall come into effect on the date of submission of the Bid/Proposal for the execution and completion of the Project. This Agreement shall terminate upon the successful completion of the Project and may be extended further for such period as may be required by the UPSIDC. This Agreement can be terminated only upon Joint Venture’s Bid for the Project is conclusively rejected by the UPSIDC
10. Costs/Expenses – All out-of-pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees, if any shall be borne and paid by the Parties. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this Agreement.
11. Governing Law – This Agreement shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.
12. Settlement of Disputes – Any disputes arising out of this Agreement shall be amicably settled by the authorised representatives of the Parties, failing with any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.

Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in Ranchi India. The Parties jointly and severally undertake that the execution and completion of the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period.

The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.

13. In the event of a dispute between the Parties over the subject of this Agreement, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.
14. Amendments – This Agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from UPSIDC.
15. Notices – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd./Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform UPSIDC and the other Parties/JV Members of any such change.
16. Language – The official language of this Agreement and all future agreements shall be English
17. Assignment – None of the Parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of UPSIDC.
18. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY _____

By: _____
 Title: _____
 Date: _____

SIGNED AND DELIVERED BY _____

By: _____
 Title: _____
 Date: _____

SIGNED AND DELIVERED BY _____

By: _____
 Title: _____
 Date: _____

Witness:

1. _____
 2. _____

8.9 Annexure IX: Technical Proposal Submission Form

TP-1 Technical Proposal Submission Form/ Declaration

TP-2 Consultant's/ Advisor's/ Joint Venture's Organization and Confirmation to Eligibility Criteria

TP-3 Consultant's/ Advisor's/ Joint Venture's Experience for Technical Evaluation

TP-4 Conceptual Clarity and Understanding of the Assignment

TP-5 Approach, Methodology and Work Plan for Performing the Assignment (10 Pages limit)

TP-6 Team Composition

TP-7 Curriculum Vitae (CV) for Key Staff

TP-8 Other Relevant Documents & Submissions