

# REQUEST FOR PROPOSAL (RFP)

FOR

**Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA**

**01– October - 2024**



**Uttar Pradesh State Industrial Development Authority**

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Kanpur-208024

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

**Request for Proposal (RFP) Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA**

The UPSIDA invites technical and financial proposals from management consultancy firms for Providing Consultancy Services to assist UPSIDA in ease of doing business and investment promotion activities.

The detailed RFP 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.

UPSIDA reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

Chief Executive Officer,  
UPSIDA,  
A-1/4 Lakhanpur  
Kanpur-208024  
Uttar Pradesh

## DISCLAIMER

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Uttar Pradesh State Industrial Development Authority (UPSIDA), Uttar Pradesh or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by UPSIDA to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by UPSIDA in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. UPSIDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. UPSIDA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. UPSIDA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
6. UPSIDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The issue of this RFP does not imply that UPSIDA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and UPSIDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UPSIDA or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. UPSIDA may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of UPSIDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

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## SECTION 1- Introduction

### Background Information

Uttar Pradesh State Industrial Development Authority (erstwhile UPSIDC) is the anchor industrial development Authority of Uttar Pradesh. UPSIDA is actively engaged in developing Industrial Infrastructure and promoting Industrial Progress by developing & maintaining Industrial Areas, Industrial Parks & Townships and fostering an investor-friendly climate within the State.

### Objectives of the assignment

UPSIDA intends to engage a consultancy agency of repute (Consultant) for providing necessary support to UPSIDA, in accordance with the provisions of the RFP, for a period of 3 years and serving the primary objective of providing consultancy services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA

#### 1.1 Request for Proposal

UPSIDA invites Request for Proposal (RFP) (the "Proposals") for selection of Consultants (the "Bidder") to undertake the assignment as defined in the Terms and Conditions mentioned in this RFP document through an open competitive bidding process in accordance with the procedure set out herein.

#### 1.2 Procurement of RFP Document

RFP document can be downloaded from the official e-Tender website <https://etender.up.nic.in>

#### 1.3 Validity of the Proposal

The proposal must be valid for **6 months** from the last day of submission of bids during which the Bidder must ensure the availability of the professional staff proposed for the assignment. UPSIDA will make its best effort to complete negotiations within this period.

#### 1.4 Schedule of bidding process

The schedule of the bidding process shall be as under:

S No.	Particulars	Details	Time
1	RFP/ Tender Availability	01/10/2024	On/After 1700 HRS
2	Last date for receiving Pre-Bid queries on email <a href="mailto:bppc@upsida.co.in">bppc@upsida.co.in</a>	04/10/2024 or next working day in event of a holiday	1800 HRS
3	Date of Pre-Bidding Meeting (Through Video Conferencing)	07/10/2024 or next working day in event of a holiday	1600 HRS
4	Response to queries to be	08/10/2024 or next	1800 HRS

	uploaded on the website. <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>	working day in event of a holiday	
5	Proposal Submission Last Date	21/10/2024	1800 HRS
6	Technical Proposal Opening	22/10/2024	On/After 1200 HRS
7	Financial Bid Opening	To be notified	To be notified
8	Website for Tender Documents	<a href="https://etender.up.nic.in">https://etender.up.nic.in</a>	

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

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

UPSIDA reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.

### **1.5 Uploading of e-bid documents**

The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal <https://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc.) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 25 MB size.

### **1.6 Communications**

All communications should be addressed to:

The Chief Executive Officer UPSIDA  
A 1/4, Lakhanpur  
Kanpur - 208024  
E-mail id: [ceo@upsida.co.in](mailto:ceo@upsida.co.in)  
Telephone: 0512-2582851, 2582852, 2582853

### **1.7 Contents of the RFP**

The RFP includes the following documents:

This RFP comprises the Disclaimer set forth herein above, the contents as listed below and will additionally include any Modification/ Addendum/ Amendment/

Corrigendum issued in accordance with Clause 2.11.2:

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)
4. Criteria and Procedure of Evaluation

## **Appendices**

### **Appendix-I: Technical Proposal**

Form 1: Letter of Proposal

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### **Appendix – II: Financial Proposal**

Form 1: Financial Proposal

### **APPENDIX-III — Format for Bank Guarantee for Performance Guarantee**

## **SECTION 2- Instruction to Bidders**

### **A. General**

#### **2.1 Scope of Proposal**

- 2.1.1 Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Bidders are advised that the selection of Consultant will be on the basis of an evaluation by UPSIDA, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the UPSIDA's decisions are without any right of appeal whatsoever.
- 2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form as per Appendix-I and the Financial Proposal shall be submitted in the form as per Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with UPSIDA.

#### **2.2 Conditions of Eligibility of Bidders**

- 2.2.1 Bidders must read carefully the conditions of eligibility provided herein. Proposals of only those Bidders who satisfy the eligibility criteria will be considered for evaluation.
- 2.2.2 As part of the evaluation, the applicant should fulfil the Minimum Qualification Criteria as per Clause 3.4.1. In case, an Applicant does not fulfil the Minimum Qualification Criteria, the Proposal of such Applicant shall summarily be rejected.
- 2.2.3 The Applicant should submit a Power of Attorney, as per the format Appendix I- Form 4. However, in case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by the Company Secretary conveying such authority may be enclosed in lieu of the Power of Attorney.
- 2.2.4 Any entity which has been barred by the Central/ State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal. The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, valid GST registration and any other mandatory registration required as per applicable laws, whichever is applicable, for this tender.
- 2.2.5 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. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document.



## **2.3 Conflict of Interest**

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

- a. Conflict between assigned works and services: A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates shall be disqualified from subsequently providing goods, works or services for such preparation or implementation to any other agency.
- b. Conflict among assignments: Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- c. Relationship with Employer's staff: Bidder (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultants work.
- d. The Bidder shall disclose to UPSIDA 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.

## **2.4 Number of Proposals**

A Bidder is eligible to submit only one proposal for the selection as consultants. Members of a bid cannot be part of another bid in any form.

## **2.5 Cost of Proposal**

### **2.5.1 Preparation Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. UPSIDA will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### 2.5.2 Cost of RFP Document

The RFP Document can be downloaded free of cost from the e-Tender portal at <https://etender.up.nic.in>. However, the tenderers shall have to pay-tender document fee (non- refundable)of an amount of Rs 5000/- + 900/- (G.S.T.) = Rs. 5,900/- (Rupees Five Thousands and nine hundred only) through RTGS only, payable in favor of "Uttar Pradesh State Industrial Development Authority." in the A/C No. 0090102000040637, IFSC Code:IBKL0000090, IDBI Bank, Branch-Mall Road, Kanpur. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. This e-tender document fee will be non-refundable. Bid without tender fee in the prescribed form will not be accepted.

#### 2.6 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- a. Made a complete and careful examination of the RFP;
- b. Acknowledged that it does not have a Conflict of Interest; and
- c. Agreed to be bound by the undertaking provided by it under and in terms hereof.

#### 2.7 Right to reject any or all Proposals

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

2.7.2 UPSIDA reserves the right to reject any Proposal if:

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

2.7.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the Proposals have been opened and the highest ranking Bidder gets disqualified/ rejected, then UPSIDA reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the UPSIDA, including annulment of the Selection Process

#### 2.8 General Conditions of Contract

2.8.1 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by UPSIDA on the basis of this RFP.

2.8.2 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 UPSIDA. Any notification of preferred bidder status by

the UPSIDA shall not give rise to any enforceable rights by the Bidder. The UPSIDA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the UPSIDA.

2.8.3 This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications

## **B. Preparation, Submission, Receipt and Opening of Proposals**

### **2.9 Language**

The Proposal with all accompanying documents and all Communications in relation to or concerning the Selection Process shall be in English/Hindi Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English/Hindi, in which case, for all purposes of interpretation of the Proposal, the translation in English/Hindi shall prevail.

### **2.10 Compliant Tenders/ Completeness of Response**

2.10.1 Bidders are advised to study all instructions, forms, terms, requirements, annexures and other 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.

2.10.2 Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

- a. Comply with all requirements as set out within this RFP.
- b. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
- c. Include all supporting documentations specified in this RFP.

2.10.3 The Proposals must be complete in all respects and 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 [www.etender.up.nic.in](http://www.etender.up.nic.in)

### **2.11 Pre-bid meeting & Clarifications**

#### **2.11.1 Bidders Queries**

- a. UPSIDA invites queries from Bidders as per the details mentioned in the schedule of the bidding process of this RFP

- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to UPSIDA (Word File Only) on or before last date for sending pre-bid queries as mentioned in schedule of the bidding process 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. UPSIDA 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 UPSIDA.
- 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, „UPSIDA“ reserves the right to hold or re-schedule the Pre- Bid meeting.

#### **2.11.2 Responses to Pre-bid Queries and Issue of Corrigendum**

- a. UPSIDA shall provide timely response to the queries. However, UPSIDA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does UPSIDA 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, UPSIDA 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, UPSIDA may, at its discretion, extend the last date for the receipt of Proposals.

#### **2.12 Rights to terminate the process**

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

### **2.13 Earnest Money Deposit (EMD)**

**2.13.1** All the bids must be accompanied by an Earnest Money Deposit of INR 10,00,000/- (Rupees Ten Lakhs Only), through RTGS only, payable in favor of "Uttar Pradesh State Industrial Development Authority" in the A/C No. 0090102000040637, IFSC Code: IBKL0000090, IDBI Bank, Branch-Mall Road, Kanpur. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. Bid without EMD in the prescribed form will not be accepted.

**2.13.2** EMD of all unsuccessful Bidders would be refunded by UPSIDA 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 Appendix-III.

**2.13.3** EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.

**2.13.4** The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.

**2.13.5** 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.

### **2.14 Submission of Responses**

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

#### **2.14.1 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.

## **2.15 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 I mentioned in this RFP.

## **2.16 Instructions for e-Tendering**

2.16.1 The bidding process for this RFP will be completed online through e-Tender portal.

2.16.2 The RFP document can be downloaded free of cost from the e-Tender portal.

2.16.3 The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-Tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

2.16.4 For successful registration of DSC on e-Procurement portal: <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only.

The bidder can obtain User Login Id and perform DSC registration exercise even before e-Bid submission date starts.

2.16.5 The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

2.16.6 The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal.

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

The-bids shall be opened at:

UPSIDA Complex,  
A-1/4 Lakhanpur,  
Kanpur-208024, Uttar  
Pradesh, India.

## **2.17 Amendment/ Modification to RFP documents**

- 2.17.1 At any time prior to the deadline for submission of Proposal, UPSIDA may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder,
- 2.17.2 All such amendments/ modified RFP will be posted only on the Website <https://etender.up.nic.in> and shall not be published in any newspaper and will be binding on all Bidders.
- 2.17.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, UPSIDA may, in its sole discretion, extend the Proposal Due Date.
- 2.17.4 It shall be the sole responsibility of the bidders to check the e-Tender portal <https://etender.up.nic.in> and respond accordingly.

## **2.18 Late submission of Bids**

- a. The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender.
- b. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBid is not submitted in time due to any reasons.
- c. Proposals received by UPSIDA after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.
- d. 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.
- e. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- f. UPSIDA 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.
- g. UPSIDA reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

## **2.19 Modification and withdrawal of Bid by the Bidder**

- 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 UPSIDA.
- 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.

## C. Evaluation Process

### 2.20 Receipt and opening of e-Bids

- a. Bidders are advised to submit their e-Bids in `Two-Bid` system with Technical and Financial bids separately on e-Tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on e-Tender portal, the Technical Proposals will be opened at the date, time and venue mentioned in Schedule of Bidding Process section of this RFP.
- b. UPSIDA will open all e-Bids, in the presence of bidder`s authorized representatives who choose to attend the Bid Opening, at date, time and venue mentioned in Schedule of Bidding Process Section of this RFP. The bidders` representatives, who are present, shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for UPSIDA, the eBids shall be opened at the appointed time and place on the next working day.
- c. After evaluation of technical e-Bids, UPSIDA shall notify those bidders whose e-Bids were considered non-responsive to the conditions as mentioned in this RFP Document and not meeting the Qualification Requirements indicating that they did not technically qualify for this project. UPSIDA will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for the presentation and opening of their financial e-Bids.
- d. UPSIDA reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP Document
- e. To facilitate evaluation of Proposals, UPSIDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

2.21 Prior to evaluation of Proposals, UPSIDA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

Sl. No.	Item	Required Response
1.	It is received in the forms specified at Appendix-I(Technical Proposal);	Yes
2.	It is received by the Proposal Due Date including any extension thereof;	Yes
3.	It is accompanied by the scanned copy of RTGS with transaction ID certified by the same bank towards EMD as specified in Clause 2.13.	Yes
4.	It is accompanied by the scanned copy of RTGS with transaction ID certified by the same bank towards Cost of RFP documents specified in Clause 2.5.2	Yes
5.	It is signed properly	Yes
6.	It is accompanied by the Power of Attorney as specified in Form	Yes
7.	It contains all the information (complete in all respects) as requested in the RFP;	Yes
8.	It does not contain any condition or qualification;	Yes
9.	Is the Consultant involved in any fraud and corrupt practices?	No



10.	Bidder meets the minimum eligibility criteria as per Section 3.4 & 4 of this RFP	Yes
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- 2.22 UPSIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the UPSIDA in respect of such Proposals.
- 2.23 UPSIDA would subsequently examine and evaluate Proposals in accordance with the Selection Process and the criteria set out in Section 4 of this RFP.
- 2.24 After the technical evaluation, UPSIDA would prepare a list of shortlisted Bidders for opening of their Financial Proposal. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. UPSIDA will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out as per section 4 of this RFP.
- 2.25 Bidders are advised that Selection will be entirely at the discretion of UPSIDA. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.26 Any information contained in the Proposal shall not in any way be construed as binding on UPSIDA, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

**2.27 Clarifications**

- 2.27.1 To facilitate evaluation of Proposals, UPSIDA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by UPSIDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.27.2 If a Bidder does not provide clarifications sought under Sub-Clause 2.27.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, UPSIDA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from submitting clarifications after the specified time.

**D. Appointment of Consultant**

**2.28 Selected Bidder**

The first ranked Bidder (the “Selected Bidder”) shall be awarded the Letter of Award (LoA).

**2.29 Substitution of Team Members**

UPSIDA will permit substitution of team Member for valid genuine reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of UPSIDA.

**2.30 Indemnity**

The Selected Bidder shall execute and furnish to the UPSIDA, a Deed of Indemnity in favour of the UPSIDA in a form and manner acceptable to the UPSIDA, indemnifying UPSIDA 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 UPSIDA.

### **2.31 Award of Work**

After selection, a Letter of Award (the "LOA") shall be issued by UPSIDA to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA accept (by countersigning the duplicate LoA) the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, UPSIDA may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

### **2.32 Contract Performance Guarantee**

- a. Upon receipt of Letter of Award (LOA) from UPSIDA, the successful Bidder shall furnish the Performance guarantee of an amount equal to 5% of the contract value by way of Bank Guarantee for the due performance of the Contract. The Performance guarantee shall be furnished by the selected Bidder within 15 days of issuance of LOA. The validity period of Bank Guarantee of Performance guarantee shall be 6 months beyond the project completion date. The bank guarantee should be from a Scheduled / nationalised bank and shall be payable at Kanpur. The format of guarantee is attached at Annexure III. UPSIDA reserves its rights to reject the Bank Guarantee if the same is not in the specified format and in case it is not adequately stamped as per the applicable provisions of the Indian Stamp Act, 1899
- b. The proceeds of the performance guarantees shall be payable to the Selected Bidder as compensation for any loss/ penalties resulting from the Selected Bidder's failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Selected Bidder within 60 days following the date of completion of the Selected Bidder's performance obligations, including any warranty obligations under the Contract.

### **2.33 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement (Draft agreement attached separately) within 30 days from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the

Performance guarantee as per Clause 2.32 and fails to sign the Agreement, their EMD shall be forfeited and Appropriated by UPSIDA. In such an event, UPSIDA may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

During the tenure of the agreement, 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 UPSIDA indemnified in this regard.

#### **2.34 Limitation of Liability**

Aggregate Liability towards the consultant shall not exceed 10% of the contract value. The Consultant shall also not be liable for any indirect, consequential, or special damages.

#### **2.35 Duration of Contract**

The duration of the assignment shall be 36 months from the date of signing of the agreement.

#### **2.36 Expiration of agreement**

Unless terminated earlier hereof, the agreement shall expire when the Services have been completed and a period of 30(thirty) days has elapsed after all payments due under the Agreement have been made.

#### **2.37 Extension of Agreement**

Subject to mutual consent, UPSIDA has the option to extend the Agreement (for a maximum period of one Year) on expiry, to avail the services of the Consultant for specific work or continuation of the work carried out during the Operative Period of Agreement without the need to go for a separate bid process on mutually agreed terms and conditions. The decision on the extension will be taken exclusively by UPSIDA keeping in consideration (a) satisfactory performance of the Consultant (b) time constraints or other serious impediments in selection of Replacement Consultancy (c) Where circumstances inescapably require taking recourse to this option.

All the general terms and conditions of this Agreement will be in force during the extended period of the Agreement.

#### **2.38 UPSIDA's Obligations**

The UPSIDA 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.

UPSIDA 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.

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

### **E. Force Majeure**

### **2.39 Definition**

- a. For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d. UPSIDA will decide the eventuality of Force Majeure which will be binding on both the parties.

### **2.40 No breach of Agreement**

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

### **2.41 Measures to be taken**

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **2.42 Consultation**

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.43 Suspension of Agreement**

UPSIDA may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.44 Termination of Contract**

### **2.44.1 Termination Clause**

- a. UPSIDA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 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 UPSIDA; 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 UPSIDA, 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 UPSIDA terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

### **2.44.2 Termination for Default**

- a. UPSIDA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 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 UPSIDA;
- 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 UPSIDA, 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 UPSIDA terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

#### **2.44.3 Termination for Insolvency**

UPSIDA may at any time terminate the Contract by giving a written notice of at least 30 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 UPSIDA.

#### **2.44.4 Termination for Convenience**

- a. UPSIDA, by a written notice of at least 30 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 UPSIDA'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, UPSIDA 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.

#### **2.44.5 Termination by UPSIDA**

- a. The UPSIDA may, by not less than 30 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 UPSIDA 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 UPSIDA a statement which has a material effect on the rights, obligations or interests of the UPSIDA and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the Bidder 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 thirty (30) days.

- c. If the UPSIDA 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 pro-rata fee out of the total fee.
- d. If the UPSIDA would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 2 months to the Consultant/ Advisor in writing with specific observations and instructions.

#### **2.44.6 Termination by the selected Bidder**

- a. The selected Bidder may, by not less than 60 days written notice to the UPSIDA, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. UPSIDA 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 UPSIDA of the selected Bidder's notice specifying such breach
  - ii. 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 thirty (30) days;
  - iii. The UPSIDA fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
  - iv. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by UPSIDA to the selected Bidder within 30 days of the Contract termination

#### **2.44.7 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), UPSIDA 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 UPSIDA to invoke the UPSIDA Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available UPSIDA 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.

#### **2.44.8 Liquidated Damages**

- a. Notwithstanding UPSIDA's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per month will be charged for every month'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 majeure 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. UPSIDA reserve its right to recover these amounts by any mode including adjustments from any payments to be made by UPSIDA 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 value of contract of the bidder. The aggregate liability of the Consultant/Advisor shall in no event exceed the total value of the contract under this Contract.

### **F. Disputes Resolution**

#### **2.45 Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

#### **2.46 Arbitration and Reconciliation**

In case the dispute is not resolved as indicated in Clause 2.45, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as may be amended from time to time. The arbitral proceedings shall be conducted by sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties with respect to the appointment of Sole Arbitrator, within 30 days of the issue of notice of reference, the parties may approach the Hon'ble High Court having jurisdiction for appointment of Sole Arbitrator, under the provisions of Arbitration & Conciliation Act, 1996, Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.



The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

#### **2.47 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/ speed 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.

All Notices to be sent to –

**CEO UPSIDA,**

UPSIDA Complex

A1/4, Lakhanpur

Kanpur 208 024 U.P.

Email ID – ceo@upsida.co.in

#### **2.48 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 UPSIDA 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.

#### **2.49 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 UPSIDA 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 UPSIDA. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the UPSIDA 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.

## **2.50 Contacting UPSIDA**

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

## **2.51 Deciding Award of Contract**

- a. The UPSIDA 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 UPSIDA and its appointed representative on the date asked for, at no cost to the UPSIDA. The UPSIDA may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. UPSIDA 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. UPSIDA 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 UPSIDA at the opening of bid.
- d. After acceptance of LoA, Performance Guarantee shall be deposited as specified in this document for signing an Agreement with UPSIDA.
- e. Special Condition for Awarding the Agreement:
  - i. UPSIDA will sign the Agreement with Successful Bidder for a period as mentioned in „Duration of Contract“ in the document.
  - ii. UPSIDA may extend the Agreement for a time period beyond what has been specified in „Duration of Contract“ in the document.
  - iii. UPSIDA 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. UPSIDA will have the right to ask for additional Team members beyond what has been specified in this RFP.

## **2.52 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.

### **2.53 Publicity**

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

## **G. MISCELLANEOUS**

2.54 The Selection Process shall be governed by, and construed in accordance with the laws of India and the Court at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.55 UPSIDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Bidder in order to receive clarification or further information;
- c. retain any information and/or evidence submitted to UPSIDA by, on behalf of and/or in relation to any Bidder; and/or Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

2.56 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases UPSIDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses,

damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.57 UPSIDA shall provide (or cause others to provide) to the Consultant, promptly, the information, resources and assistance (including access to records, systems, premises and people) that the Consultant reasonably require to perform the services under the Contract, failing which the Consultant shall not be responsible for any delay, loss or damage to UPSIDA.

2.58 Any information, advice, recommendations or other content of any reports, presentations or other communications that the consultant provide under this assignment ("Reports"), other than UPSIDA Information, are for UPSIDA's internal use only (consistent with the purpose of the particular Services) including UPSIDA 's board of directors, its audit committee, or its statutory auditors.

### **2.59 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 UPSIDA, out of premises, without prior written permission from the UPSIDA.

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

### **2.60 Quoted 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. UPSIDA however reserve the right to review and negotiate the charges payable.

### **2.61 Special Conditions of Contract**

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

### **2.62 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.

### **2.63 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.

### **2.64 "No Claim" Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against UPSIDA, under or by virtue

of or arising out of, the Contract, nor shall UPSIDA entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favour of UPSIDA in such form as shall be required by it after the work is finally accepted.

#### **2.65 Relationship between the Parties**

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

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

#### **2.66 No Assignment**

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

#### **2.67 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 UPSIDA notifies the Selected Bidder of its release from those obligations.

#### **2.68 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 integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **2.69 Governing Law and Jurisdiction of Courts**

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Contract.

#### **2.70 DELETED**

#### **2.71 Compliance with Laws**

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

#### **2.72 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.

### **2.73 Modification**

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

### **2.74 Taxes**

The Bidder shall pay all taxes/charges/fees other than GST, if any, imposed on the Services under this Contract.

### **2.75 Application**

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

### **2.76 Fraudulent 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, UPSIDA 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 UPSIDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security or Performance guarantee, 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 UPSIDA under the above Clause 2.76(a) and the rights and remedies which the UPSIDA 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 UPSIDA during a period of 2 years from the date such Bidder, as the case may be, is found by the UPSIDA 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 UPSIDA 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 UPSIDA, 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 UPSIDA 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 UPSIDA 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.

## **SECTION 3: TERMS OF REFERENCE**

### **3.1 Background Information**

Uttar Pradesh State Industrial Development Authority (erstwhile UPSIDC) is the anchor industrial development Authority of Uttar Pradesh. UPSIDA is actively engaged in developing Industrial Infrastructure and promoting Industrial Progress by developing & maintaining Industrial Areas, Industrial Parks & Townships and fostering an investor-friendly climate within the State. Some of the most iconic industrial areas of Uttar Pradesh have been developed by UPSIDA housing more than 30,000 units.

### **3.2 Objectives of the assignment**

UPSIDA intends to engage a consultancy agency of repute (Consultant) for providing necessary support to UPSIDA, in accordance with the provisions of the RFP, for a period of 3 Years and serving the primary objective of Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA

### **Definitions**

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

- d. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document.
- e. "Consultant" or "Advisor" means the firm/ company, selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- f. "Authority" means firm/ company who submits proposal in response to this Request for Proposal document.
- g. „UPSIDA" means Uttar Pradesh State Industrial Development Authority (UPSIDA).
- h. "Contract" means the Contract entered into by the parties for providing the services.
- i. "Personnel" means professional and support staff provided by the Consultant to perform Services to execute an assignment and any part thereof.
- j. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the UPSIDA for appointment of consultant.
- k. "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 UPSIDA.



### **3.3 Scope of Work**

**Selected consultant will have to carry out the following tasks:- Part I -**

#### **Ease of Doing Business & IPRS Ranking Framework**

##### **A. Ease of Doing Business-**

The Consultant shall work extensively with UPSIDA to study and understand the current processes, orders, acts, organizational structure, roles and responsibilities etc. which defines the operational procedures and make recommendations for implementation of DPIIT/State Government recommendations regarding UPSIDA for improving Ease of Doing Business practices which shall include modifying current operational procedures and introducing new ones, as required. This broadly includes but shall not be limited to:

- i. Identifying key bottlenecks impacting the ease of doing business and the performance of UPSIDA officials and recommending modifications
- ii. Coordinating with the nodal authority for implementation of Department for Promotion of Industry and Internal Trade (DPIIT)- BRAP/State Government recommendations regarding UPSIDA and assisting UPSIDA in their implementation/ compliance by recommending required changes in process for approvals, application form, types of documents, required timelines etc.
- iii. To provide recommendations & assist in maintaining, modifying and upgrading, If required or suggested by UPSIDA, existing Online Application Software's/ services integrated with Nivesh Mitra or any other platform designated by State or Central Government/new & existing software of UPSIDA

##### **B. IPRS Ranking Framework**

- i. Assistance/handholding UPSIDA in achieving compliance of Industrial Park Rating System (IPRS) by conducting gap analysis of Industrial Areas and suggest areas of improvements.
- ii. Assistance/handholding UPSIDA in completion of entire process.

#### **Part II – Project Management**

- i. Prepare strategy for development of Industrial Areas/ Integrated Industrial parks and recommend strategy and ways for increasing industrial land bank across Uttar Pradesh by identifying and suggesting potential projects and assisting UPSIDA in providing recommendations and hiring of consultant for preparing master plans, financial feasibility reports , DPRs and Bid process management for the projects that can be positioned under different schemes of Gol and as per demand survey. It shall also identify Greenfield and Brownfield projects and preliminary details about land availability, profile of user enterprises, infrastructure components required and eligibility under relevant scheme.
- ii. Carry out a detailed location and site analysis which shall include connectivity, regulatory assessment i.e. guidelines pertaining to zoning and land use, change of land use, city development plans, FAR regulations, ground coverage, height restrictions and permissible BUA etc. The Consultant shall carry out Techno-economic feasibility study of the project.
- iii. Provide assistance/ handholding to the UPSIDA/ SPV in obtaining the grant approval from the Central government/ Other agencies including interactions/ presentations to be given at the desired forums
- iv. Management & monitoring of all infrastructure development activities timelines and services schedules of UPSIDA to enable timely completion of the projects
- v. Assist/ Support/ Handholding UPSIDA in preparation of revised Costing/ Pricing Policy as per the revised Guidelines issued by the State and in formulating Land allotment strategy of the industrial areas/ parks so that there are early takers of the plot and to achieve the fullest growth potential of respective industrial areas.

- vi. Prepare detailed phase-wise financial model for product pricing based on the market demand and potential with the prime objective of early setting up of Industries in respective Industrial Areas and to increase the surplus over the cost incurred for the development of Industrial Areas. Handholding in Project Management ,E-office and Digitization of Engineering works.

### **Part III: Investment Facilitation**

#### **A. Investment promotion Strategy**

- i. Maintain a tracker and regularly follow up on MOUs signed by/ referred to UPSIDA and assist UPSIDA in facilitating them.
- ii. Suggest sector/investor focused investment promotion strategy and action plan from time to time, as and when required for attracting investors and to promote UPSIDA as an Investment destination.
- iii. Provide knowledge content & develop various marketing collaterals and materials in Hindi and English languages such as Industrial Area pitch presentations, sector profiles, regional profiles, UPSIDA competitiveness profile, and investor guide for UPSIDA.
- iv. Prepare event specific collaterals, presentations, speaker profiles, talking points and draft speeches and other publicity material for UPSIDA officers in Hindi and English languages for various events
- v. Preparation and circulation of UPSIDA investment magazine/ Newsletter (monthly) incorporating the promotional efforts and investment opportunities in UPSIDA
- vi. Maintain Investment Enquiry tracker by integrating all sources of enquiry and maintain databases of investors interacting with UPSIDA through various channels of enquiry and referred by State and Central Government and follow them up individually to the satisfaction of UPSIDA.

#### **B. Business Process re-engineering, Knowledge Creation and Database Management**

- i. Examining the existing State Government policies, recommend implementation guidelines and follow-up for Sectoral policies and incentives.
- ii. Compile, update and analyze UPSIDA internal orders and provide a platform for making them available on public domain in a searchable format in both, Hindi and English languages as per the requirement of investors.
- iii. Compile and update all operating manuals in both, Hindi and English languages in hardcopy and softcopy in searchable form.
- iv. Benchmarking Industrial Policy & other relevant sectoral policies of the State with other States and provide necessary inputs to UPSIDA.
- v. Benchmarking each service being provided by UPSIDA with other similar Authorities of the States and in other States and recommending modifications for improving ease of doing business.
- vi. Present case to case analysis for each investment query regarding suitability of land, applicable incentives and other benefits that can be offered.
- vii. Assistance/ handholding UPSIDA in drafting EOIs, RFPs for specific activities as and when required.

#### **C. Business Promotion and Marketing**

- i. Regularly arrange one-to-one meetings with leading investors/ corporate houses / industrial associations on monthly basis by leveraging its network of offices and follow up on investment leads generated to the satisfaction of UPSIDA and present a case-wise monthly report on these meeting to the designated officer.
- ii. Assistance/ handholding UPSIDA in participating at various events of national and international importance by providing detailed information of important events well in time, ensure presence

of investors with specific sectors for one-to-one meetings by leveraging its network of offices along with financial implications and follow up after each such event on investment leads generated and present an event-wise monthly report on these meeting to the designated officer..

- iii. Preparing updates/ presentations for all review meetings on monthly basis.

#### **Part IV: Gap Analysis and Skill Development Study**

- i. To examine the skillset of present human resources and assess the training needs of human resource at Head office and regional office levels.
- ii. Assess requirement of external resources to manage specific functions for running of operations.
- iii. To plan a training calendar for UPSIDA employees to upgrade the soft skills as well as technical skills of the resources including case studies based on the new orders and other initiatives.

#### **Part V: Insolvency**

- i. Monitoring of the public announcements at IBBI website to track new cases admitted under IBC. This will be carried out in the morning of each working day and the updated list will be provided to UPSIDA. This will help UPSIDA to identify if any of such cases pertains to UPSIDA as lessor of land. We will then regularly track updates related to such identified cases, including proceedings going on before NCLT, appeals in NCLAT, updates provided by the Interim Resolution Professional (IRP) or Resolution Professional (RP) on IBBI's website and corporate debtor's website, if any.
- ii. Assist UPSIDA in submitting its claim to the relevant IRP/ RP. Assistance would be limited to sharing of the format, email ids, checklist of documents to be submitted along with the claim form, etc.
- iii. Assist the SPOC in coordinating with relevant departments within UPSIDA to gather information related to filing of claims with the IRP or RP. The identified SPOC to ensure that all claim-related figures, including principal and interest amounts, are provided by the respective departments of UPSIDA within the prescribed timelines.
- iv. Participate as the representative of UPSIDA, if asked by UPSIDA, in all relevant Committee of Creditors (CoC) meetings wherein UPSIDA is made a member/participant of CoC meetings convened by the IRP or RP and to provide relevant updates / minutes to the SPOC detailing discussions pertaining to the matters related to UPSIDA.
- v. Attend any other meetings convened by UPSIDA with the IRP/RP and called by IRP/RP
- vi. Analyze all resolution plans submitted by Prospective Resolution Applicants (PRAs) and the reports of CoC Plan Evaluator, if appointed by CoC, with focus on treatment of claims and other matters related to UPSIDA and submit summary to UPSIDA for its necessary action undertaken by UPSIDA and familiarizing new IT initiatives, RTI rules, understanding and analyzing MIS reports and arrange for training sessions accordingly.

#### **Part V: Evaluation of GIS System, Gap Analysis and Support**

- i. To evaluate the existing GIS platform developed by UPSIDA and assess any gap and need for modification, upgradation and updating.
- ii. Assist UPSIDA in drafting EOIs, RFPs for appointment of consultant for rectification of identified gaps or upgradation or development of system for new areas as required from time to time. Assistance will also be provided in procurement of satellite imagery as required from time to time.
- iii. Assist UPSIDA in monitoring and evaluation of work done by appointed consultant.

### **3.4 Key Personnel, Deployment for the Assignment**

**3.4.1** The team for the engagement should comprise of seven core team members. The team members will be

deployed at UPSIDA on full time basis, other supporting team members may work remotely and visit the site and support core team members as and when required. Following should be the composition of the core team:-

S. No.	Position	No.	Minimum Qualification & Experience
1	Government related services and Policy Expert (Urban Planning)	1	<ul style="list-style-type: none"> <li>• Postgraduate (Masters in Urban Planning) with at least 7 years of professional experience with GIS experience. .Experience in drafting and implementation of State/ Central Government policies, Rules and regulatory related tasks and project appraisals.</li> </ul>
2	Government related services and Policy Expert (Financial Planning)	1	<ul style="list-style-type: none"> <li>• Postgraduate (master's in financial management/ Economics) with atleast 10 years of professional experience.</li> <li>• Experience in drafting and implementation of State/ Central Government policies, Rules and regulatory related tasks and project appraisals, costing of projects</li> </ul>
3	Industrial Infrastructure Expert	1	<ul style="list-style-type: none"> <li>• B. Tech (Civil Engineering) or equivalent with atleast5 years of relevant experience</li> <li>• Should have worked with State Industrial Department/Authorities/Corporation or equivalent Government organization.</li> <li>• Should have worked on atleast three sector specific industrial park projects regarding designing and costing (preparation of estimates.)</li> </ul>
4	Project Management Expert	1	<ul style="list-style-type: none"> <li>• Postgraduate (MBA/PGDM) with at least10 years of professional experience</li> <li>• Should have experience in preparation of DPRs, Bid Process management and monitoring progress of different projects.</li> <li>• Should have experience in working with MS Project or equivalent software.</li> </ul>
5	Ease of Doing Business Expert	1	<ul style="list-style-type: none"> <li>• Postgraduate (MBA/PGDM) with at least 10 years of professional experience</li> <li>• Atleast5 years of experience in EoDB, Regulatory Reforms and Government Policies.</li> <li>• Worked as a Consultant / Module Lead on EoDB assignments in last 3years with any State</li> </ul>
6	Investment Promotion Expert	1	<ul style="list-style-type: none"> <li>• Postgraduate (MBA/PGDM in Marketing) or equivalent with at least 10 years of professional experience</li> <li>• Minimum 7 years of experience in Investment Promotion, conducting roadshows, content development etc. in the real estate sector</li> <li>• Worked as a Real Estate Investment Promotion Consultant / Module Lead for any project having exposure of full lifecycle investment promotion from lead generation to Investment on-grounding.</li> </ul>

7	ICT Expert	1	<ul style="list-style-type: none"> <li>• MCA/ BE/B.Tech (Computer) or equivalent with at least 8 years' experience in e-governance.</li> <li>• Prior experience in dot net, API, asp.-.net, SQL server, big data and other recent platforms and technologies. Knowledge of social media tools and platforms, AI Chat bot.</li> </ul>
8	Insolvency Expert	1	<ul style="list-style-type: none"> <li>• Postgraduate (master's in finance/ CA) with atleast 10 years of professional experience.</li> <li>• Prior experience with bankruptcy payment application and preparing account ledgers for bankruptcy accounts.</li> <li>• Ability to analyze large amounts of data from diverse sources daily to deliver recommendations and results.</li> </ul>
<p><b>Note:-</b>The supporting documents of year of experience and project exposure certificate by bidding agency and the requisite professional qualifications apart from submitting the CV for each expert member shall be submitted at the time of deployment of team.</p>			

3.4.2 All the above key personnel should hold required qualifications from Institutes which have accreditation from National Assessment and Accreditation Council (NAAC) with Cumulative Grade Point Average (CGPA) greater than 2.75 (Letter Grade A++ to B++) or is amongst the overall top 75 institutes as per National Institutional Ranking Framework of Ministry of Human Resource Development or have an NBA accredited degree in the required field, whichever is applicable or institutes of global eminence. Ranking of institution any of the preceding 5 years shall be considered subject to supporting documents being provided by the bidder. For international Universities, decision of the Bid Evaluation Committee shall be final.

3.4.3 If at any point in time, the UPSIDA 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.

3.4.4 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.

3.4.5 The consultant/ advisor shall make available the resources/ team members for meetings with UPSIDA or any other government officials in Uttar Pradesh. No Core team member shall work for any other client till the period of deployment at UPSIDA.

3.4.6 The proposed team should be stationed in Kanpur or any location as decided by the UPSIDA for the entire project period as per the requirements of the RFP. The team will be deployed within the period mutually agreed upon before signing of agreement. The proposed team shall follow the working hours, working days and holidays followed by UPSIDA Office in which they are deployed.

3.4.7 Physical office space will be provided by the UPSIDA with power, furniture and sitting arrangement only. The selected Bidder shall take care of furnishing and maintenance of the office as per their requirement.

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.

### 3.5 Timelines and Payment Schedule and Terms

The payment of fee shall be made as under:

Sl.#	Payment Schedule	% Payable of Total Fee
1	At the end of Quarter-1	8%
2	At the end of Quarter-2	8%
3	At the end of Quarter-3	8%
4	At the end of Quarter-4	8%
5	At the end of Quarter-5	8%
6	At the end of Quarter-6	8%
7	At the end of Quarter-7	8%
8	At the end of Quarter-8	8%
9	At the end of Quarter-9	8%
10	At the end of Quarter-10	8%
11	At the end of Quarter-11	8%
12	At the end of Quarter-12 or after complete transfer of all knowledge- materials related to the assignment, whichever is later, to the satisfaction of UPSIDA.	12%
	Total	100%

- a. The payment as specified in financial format Appendix-II as submitted by Selected Consultant shall be made on a Quarterly basis after successful completion of the work assigned and its approval by the Monitoring Committee. For the work which is not undertaken or not completed as per the requirement of the authority the Monitoring Committee will decide the quantum of the permanent deduction on work not undertaken/not delivered upto any value of contract. The monitoring committee shall also have the right for deferment of payment on the work not delivered with respect to assigned deliverables, with or without penalty as per Clause **2.44.8 (a)**. The decision of CEO of the Authority in this regard shall be final and binding on both the parties provided that the selected bidder will have the option to submit representation to CEO, UPSIDA with respect to review of decision taken on permanent deduction in payment and/or penalties imposed for the not delivered deliverables. Any such representation placed before the CEO of the Authority shall normally

and most expeditiously be decided within one month.

- b. The Invoice will be submitted after every three Months along with the Quarterly Progress Report mentioning works performed during the quarter within 7 days of the quarter-end. The Selected bidder shall satisfactorily perform work as specified under the Tender to the UPSIDA.
- c. The activities which are not completed in any quarter because of the reasons beyond the control of either party shall be carried out by the consultant in the next quarter and the payment shall be made to the consultant in the quarter in which it is completed along with the payment of the prevailing/present quarter.
- d. A quarter may be defined as duration of 3 months namely January 1st to 31st March, 1st April to June 30th, 1st July to September 30th and 1st October 31st December. In case a project starts in between FY quarters the payment for the first quarter shall be for the duration of the service provided on pro-rata basis. For example if the assignment starts in February, the consultant shall be paid for February and March on pro-rata basis and from next quarter it would be regularized as mentioned in the above table.
- e. Team members should have their own laptops and other peripherals and consumables including mobile phone.

### **3.6 Standard Operating Procedure for the selected bidder**

- a. After the award of contract, to fix the list of deliverables as submitted in the work plan as part of Form-7, the bidder in consultation with the authority will submit a detailed Quarterly action plan within one month from the date of signing of agreement.
- b. On requirement basis at the beginning of each quarter, all the respective sectional heads will finalize the works in consultation with the consultant, along with timelines, limited to the purview of the Scope of work, as defined in this RFP and will communicate the list to the nodal officers.
- c. Consultant will submit all the deliverables in hard copy and through email to the concerned officer for review, suggestions and modifications. The consultant will incorporate the suggestion and resubmit the deliverables in discussion with the concerned officer.
- d. Consultant will maintain the version history of each deliverable to control and track the updation and distribution of the deliverables, up to the final point of approval. The consultant will also maintain separate files, as per the Government procedures, so that complete history of the work can be tracked. The consultant will also maintain a progress chart of each deliverable, maintaining the start date and end date and UPSIDA offices involved. The consultant will hand over the file once the contract get finished or the work is completed whichever is earlier.
- e. The consultant will submit the monthly progress report to the nodal officer within 7 days of the month end. At the quarter end, Consultant will submit the quarterly progress report along with invoice within 7 days of the end of Quarter.
- f. Monthly project review meeting will held under the chairmanship of CEO/ACEO UPSIDA to review the progress of work and decide the future course of action.

- g. The mutually agreed quarterly deliverables for the given quarter shall be communicated to the consultant within 7 days from the start of the quarter. Any additional deliverables which is part of the scope will be considered on mutual consent only.
- h. The consulting team shall follow the working hours, holidays and casual leaves as per the UPSIDA office where they are posted. Time sheet/attendance sheet and a record of all leaves of each team member shall be maintained by the nodal officer. In case, any consultant team member desires to proceed on a leave of more than 7 days, substitute shall be provided by consultant along with written information about leave days.
- i. The consultancy firm shall deploy a dedicated team at UPSIDA stationed at Kanpur/Lucknow and will work for UPSIDA only, and any substitution in the team may only take place after taking written approval from UPSIDA. However, no substitution of team members will be allowed in the 1st year of the assignment, under normal circumstances.
- j. All the works submitted will be maintained on an online repository with a cover note mentioning the details of the works, revision and Officer responsible for the task.

### **3.7 Project Management Committee**

A Project Management Committee (PMC) will be constituted by UPSIDA which will act as the interface between UPSIDA and the successful bidder for the successful completion of the assignment. The PMC will be responsible for monitoring the progress of the assignment and resolving day to day issues for successful implementation of the project. In case the PMC is not able to resolve any issue related to the assignment the matter will be referred to higher authority in UPSIDA for resolution. The PMC shall meet at least once in a quarter.

### **3.8 Support from UPSIDA**

UPSIDA will support the consultant team in its efforts for project development and implementation under respective schemes. Specific support shall be as follows:

- i. Office space for all the personnel deployed for the assignment by the consultant shall be provided by UPSIDA.
- ii. Whenever required Cost of roadshows/events/activities for marketing shall be borne by UPSIDA. Consultant shall be liable only for the content of such promotional activities. International travel related to project shall be borne by UPSIDA.

## **SECTION 4: CRITERIA AND PROCEDURE OF EVALUATION**

### **4.1 Evaluation Process**

- a. Department will constitute a Proposal Evaluation Committee (PEC) 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. Based on recommendation of committee proposal shall be approved the UPSIDA.
- c. The decision of the Chief Executive Officer, UPSIDA 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 Chief Executive Officer, UPSIDA 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.

#### **4.2 Opening of Tender**

The Proposals submitted up to date and time mentioned in this RFP document shall be opened by Proposal Evaluation Committee authorized by UPSIDA, 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.

#### **4.3 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:

- i. Technical Bid
- ii. Financial Bid

#### **4.4 Preliminary Technical Evaluation for Pre-qualification**

4.4.1 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 than 3 years.

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

4.4.3 Proposal Evaluation Committee (PEC) 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 PEC according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

4.4.4 Proposal 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.

4.4.5 The UPSIDA may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.

4.4.6 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.

4.4.7 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.

4.4.8 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.

## 4.5 Evaluation criteria for Technical Proposal

Evaluation of the qualified bidders shall be done by UPSIDA based on the following Evaluation Criteria: -

4.5.1 **Step-1: Pre-qualification criteria** - Evaluation of documentation on the past performance and technical strength on „Pass/ Fail" Basis.

a. The evaluation of pre-qualification criteria would be on PASS-FAIL basis and only those bidders who satisfy all pre-qualification criteria would be considered for further evaluation.

b. The evaluation criteria for Pre-qualification is tabulated as follows:

SI.No.	Criteria	Minimum Qualification	
a)	General Criteria	The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 05years as on March 31, 2024.	Yes/ No
b)	Technical Criteria	In the last 10 years, the Bidder should have :  i. Undertaken at least 1 long –term project focused on Industrial development/ Cluster development Investment promotion/ Real Estate Project Management (min 1 year duration) for any State Government with a minimum value of INR 1Cr.  ii. Experience of at least one long term project (at least 12 months) where Consultant has assisted a State Government in implementing State/ Central Government policies, schemes Rules and regulatory related tasks.  Bidders not meeting any of the above criteria shall be disqualified.	Yes/ No
c)	Financial Criteria	The Firm should have a Minimum Average Annual Turnover of INR 75 Crores during the last three preceding consecutive financial years (ending FY March 2024) from consulting services.  Note: Copies of the audited/Provisional (certified by C.A.) Annual Financial Statements of the Bidding Entity for the preceding three (3) years are to be furnished.	Yes/ No
d)	Minimum Qualification & Experience of Team Members	As per Clause No. 3.4 of the RFP	Yes/No
e)	Debarment	The Firm/Company/LLP should not have been debarred by any Central government / State Government agency/UPSIDA at the time of bid submission.	Yes/ No

#### 4.5.2 Step-2: Technical evaluation of proposal on past experience, technical strength and Approach & Methodology

4.5.2.1 The “Proposal Evaluation Committee (PEC)” constituted by UPSIDA will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (**St**) as detailed below. The maximum points/ marks to be given under each

of the evaluation criteria are:

S. No	Technical Proposal Parameters	Evaluation	Max. Score (40 Marks)	Supporting Documents
<b>1</b>	<b>Bidder Credentials Experience &amp; Financial capacity in the last 10 years only</b>		<b>Max. 30Marks</b>	
a.	In the last 5 years, the Bidder should have undertaken at least 1 long-term project focused on Industrial development/Cluster development Investment promotion/ Real Estate Project Management (min 1 year duration) for any State Government with a minimum value of INR 1Cr. <b>3 marks for each project subject to maximum of 15 marks</b>	Maximum Marks 15	i. Letter of successful completion for completed projects. ii. Letter of successful performance of physical and financial progress as commensurate with the work done for ongoing projects.	
b.	In the last 5 years, the Bidder should have experience of at least one long term project (at least 12 months) where Consultant has assisted a State Government in implementing State/ Central Government policies, schemes, Rules and regulatory related tasks. <b>2 marks each project subject to maximum of 10 marks</b>	Maximum Marks 10	i. Letter of successful completion for completed projects. ii. Letter of successful performance of physical and financial progress as commensurate with the work done for ongoing projects.	
c.	Experience of working with Industrial Authorities"/Corporation on sector specific industrial park projects regarding designing and costing (preparation of estimates) with engagement duration of at least 12 months in the last 5 years. <b>1 mark each project subject to maximum of 5 marks</b>	Maximum Marks 5	i. Letter of successful completion for completed projects. ii. Letter of successful performance of physical and financial progress as commensurate with the work done for ongoing projects.	
	<b>Total</b>		<b>30</b>	
<b>2</b>	<b>Bidder Financial capacity in the last 3 years:</b>		<b>Max 10 marks</b>	
	Average annual turnover of Financial Year 2021-22, 2022-23 and 2023-24 >75 upto 100 Crore: 4 Marks >100 upto 150 Crore: 8 Marks Above 150 Crores: 10 Marks	Maximum Marks 10	Certificate from statutory auditor /Audited financial statements for the three previous financial years	
(a) Projects with adequate supporting document proof will be considered (Completion certificate, copy of Agreement, Letter of Award etc to be provided with all projects claimed)				
(b) the project activity completed in the last 5 years will be considered for evaluation				
<b>3</b>	<b>Key Personnel Credentials</b>		<b>Maximum (40)</b>	<b>Marks</b>
In order to qualify for marks for meeting eligibility criteria, all the above key personnel should hold required qualifications from Institutes which have accreditation from National Assessment and Accreditation Council (NAAC) with Cumulative Grade Point Average (CGPA) greater than 2.75 (Letter Grade A++ to B++) or is amongst the overall top 75 institutes as per National Institutional Ranking Framework of Ministry of Human Resource Development or have an NBA accredited degree in the required field, whichever is applicable.				

Sr. No	PARTICULARS	Maximum Marks	Marking Criteria
<b>a</b>	<b>Government related services and Policy Expert (Urban Planning)</b>		
	Experience in drafting and implementation of State/ Central Government policies, Rules and regulatory related tasks and project appraisals	5	1 mark for each project
<b>b</b>	<b>Government related services and Policy Expert (Financial Planning)</b>		
	Experience in drafting and implementation of State/ Central Government policies, Rules and regulatory related tasks and project appraisals	5	1 mark for each project
<b>c</b>	<b>Industrial Infrastructure Expert</b>		
	Experience of additional similar projects beyond 3 sector specific industrial park projects regarding designing and costing as expected in serial No. 3 of the clause 3.4.1 of the RFP	5	1 mark for each project
<b>d</b>	<b>Project Management Expert</b>		
	Experience in preparation of DPRs, Bid Process management and monitoring progress of different projects.	5	1 marks for each project
<b>e</b>	<b>Ease of Doing Business Expert</b>		
	Consultant / Module Lead on EoDB assignments in last 3 years with any top 15 State	5	1 marks for each project
<b>f</b>	<b>Investment Promotion Expert</b>		
	Worked as a Real Estate Investment Promotion Consultant / Module Lead for any State/ Central Government project	5	1 marks for each project
<b>g</b>	<b>ICT Expert</b>		
		5	1 mark for every additional one-year experience
<b>h</b>	<b>Insolvency Expert</b>		
	Additional years of experience	5	1 mark for every additional one-year experience
	<b>Total</b>	<b>40</b>	
<b>4</b>	<b>Approach &amp; Methodology:</b> Technical Proposal & Technical Presentation by Project Manager of the team or any proposed team members)	20	<b>Maximum Marks (20)</b>
	<b>Total (30+10+40+20)</b>	100	

a) Projects with adequate supporting document proof will be considered.

(b) The project activity completed in the last 5 years will be considered for evaluation

4.5.2.2 The Financial Proposals of those Bidders who score all mandatory marks and at least 60 total marks (including all mandatory marks) in the Technical proposal evaluation shall be opened. They shall be intimated about the date, time and venue of opening of the Financial Proposal. The bidders/their representatives may choose to attend the office of UPSIDA for opening of financial proposal.

4.5.2 .3. The Proposals scoring less than 60 marks in the Technical evaluation shall be considered unsuitable and shall be rejected at this stage.

4.5.2 .4 Technical Proposals which meet the minimum eligibility criteria shall be evaluated and such bidders may also be invited for making a presentation on their proposal approach & methodology. Bidders shall be intimated at least 7 days before the date of any such presentation.

#### **4.6 Final Evaluation of proposals**

4.6.1 The financial e-Bids shall be opened by TEC of the bidders which score more than 60 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened. The Bidders shall upload the Financials in the Commercial bid section of the e-Tender portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such e-Bids as non- responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.

4.6.2 The lowest Financial Proposal (**Fm**) will be given a financial score of 100 points. The financial scores (**Sf**) of the other Financial Proposals will be determined using the following formula:

$$\mathbf{Sf} = 100 \times \mathbf{Fm}/\mathbf{F};$$

Wherein, **Sf** is the financial score, **Fm** is the lowest Financial Proposal, and **F** is the Financial Proposal (in INR) under consideration.

#### **4.7 Evaluation & Scoring**

4.7.1 Proposals will be finally ranked in accordance with their combined technical (**St**) and financial (**Sf**) scores:

$$\mathbf{S} = (\mathbf{St} \times \mathbf{Tw}) + (\mathbf{Sf} \times \mathbf{Fw})$$

Wherein, **S** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Proposal and Financial Proposal that will be **0.70:0.30**.

The Applicant achieving the **highest combined technical and financial score** will be considered to be the successful applicant and will be invited for contract signing (the "Successful Applicant").

4.7.2 The decision of CEO, UPSIDA as regards to acceptance/ rejection of eligibility for parties who apply will be final and binding.

4.7.3 Notwithstanding the above UPSIDA reserves the right to accept or reject any or all bids or to annul the bidding process.

#### **4.8 Selection**

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

#### **4.9 Award of Contract**

The firm is expected to commence the Assignment on the date specified in the agreement.

## **Appendix-I: Technical Proposal**

### **Form1: Letter of Proposal (On Applicant's letter head)**

Chief Executive Officer  
U.P. State Industrial Development Authority A-  
1/4, Lakhanpur,  
Kanpur.

**Sub: Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/ Business Reforms in UPSIDA**

Sir,

- 1) With reference to your RFP document dated \_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.
- 2) All information provided in the proposal and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 4) I/ We will make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that debarment by UPSIDA or Government of Uttar Pradesh (GoUP), or any of the government agencies of GoUP or other states from participating in its projects and the debarment does not subsist at the time of submission of bid.
- 8) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
- 9) I/ We do not have any conflict of interest in accordance the RFP document;
- 10) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State.
- 11) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, and undesirable practice or restrictive practice.
- 12) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 13) I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.



- 14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 15) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 16) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 17) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 18) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/We have studied all the Bidding Documents carefully and also understood the scope of the project. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 20) The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement.
- 21) I/We offer and attach as specified Non-refundable processing fee in the form of demand draft.
- 22) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the proposal Due Date specified in the RFP.
- 23) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

## Appendix-I

### Form 2

#### Particulars of the Bidder

a)	Title of Consultancy: Project Management Services
b)	Title of Project: Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/ Business Reforms in UPSIDA
c)	State the following: Name of Firm:  Legal status (e.g. sole proprietorship or partnership, Pvt Ltd, Ltd Company):  Country of incorporation:  Registered address:  Year of Incorporation:  Year of commencement of business: Principal  place of business:  Particulars of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
d)	(Signature, name and designation of the authorised signatory) For and on behalf of.....

**Appendix-I**

Form-3  
**Statement of Legal Capacity**  
(On Applicant's letter head)

Ref. Date:

To,

Chief Executive Officer

U.P. State Industrial Development Authority  
1/4, Lakhanpur,  
Kanpur.

Dear Sir,

**Sub: Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/ Business Reforms in UPSIDA**

I hereby confirm that I, the Applicant, satisfy the terms and conditions laid down in the RFP document. I have agreed that (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**APPENDIX-I**

**Form-4  
Power of Attorney for signing of bid**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms. .... son/daughter/wife of ..... and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd(the "Authority"), for investment facilitation of key industrial estates and implementation of Ease of Doing Business/Business Reforms along with ICT enablement, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF , 2024

For .....  
(Signature, name, designation and address)

Witnesses:

1

2

Notarised  
Accepted

.....  
(Signature, name, designation and address of the Attorney)

**Notes:**

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

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX-I****Form-5****Financial Capacity of the Bidder**

Particulars	Rupees in Crores		
	2021-22	2022-23	2023-24
Turnover/ income			
Average Turnover for 3 year			

**Note:** The Turnover should be certified by the Chartered Accountant.  
Turn Over not certified by Statutory Auditor/ Chartered Accountant shall not be considered for evaluation.

**Form 6****Description of experience of bidder**

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

(i)	Project Name:	
(2)	Project Location :	
(3)	Project Cost :	
(4)	Name of Client :	
(5)	Start Date (Month/Year):	
(6)	Completion Date: (Month/Year)	
(7)	Name of Associated Firm(s), if any:	
(g)	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
(9)	Detailed Narrative Description of Project:	
(10)	Detailed Description of Actual Services Provided by the firm:	
(11)	Approx. Value of Services (INR):	

**Note:**

Experience quoted by Bidder should be supported by a certificate from the client without which the submission shall not be considered for evaluation.

## **APPENDIX-I**

### **Form 7**

#### **Description of approach, methodology and work plan for performing the assignment**

Project Management and Technical approach with methodology and work plan are key components of the Technical Proposal. The consultant is suggested to present its Technical Proposal divided into the following chapters:

- 1.** Understanding of TOR, Technical Approach and Methodology
- 2.** Work Plan
- 3.** Staffing

#### **1. Understanding of TOR, Technical Approach and Methodology:**

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

#### **2. Work Plan:**

In this chapter the consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan for every Quarter. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

#### **3. Organization and Staffing:**

In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.



## Form 8

## Curriculum Vitae (CV) for proposed professional staff

1.	Proposed Position			
2.	Name of Firm			
3.	Name of Staff	[First] [Middle] [Surname]		
4.	Date of Birth	DD/MM/YYYY		
5.	Nationality			
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree. Also mention accreditation and ranking as per clause 3.4.2 of this RFP document.]		
7.	Countries of Work Experience	(List countries where staff has worked in the last ten years)		
8.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization	Position held	Duration
				YYYY to present
9.	Details of tasks assigned			
10.	Relevant Projects undertaken	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]  Name of assignment or project: Year:  Location: Client: Project Cost:		

		Main project features: Positions Held: Activities Performed:
		Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:
11.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Signature		Signature
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]
Name of staff member:		Name of Authorized Signatory:

**APPENDIX-I**

**Form 9**

**Team composition and Task assignments**

Professional Staff for the Assignment				
Name of Staff	Firm	Educational Qualifications	Position Assigned	Tasks Assigned

Yours sincerely,

Authorized Signature [In full and initials]: Name and

Title of Signatory:

Name of Firm:

Address:

APPENDIX-II

Financial Proposal

To  
**Chief Executive Officer**  
U.P. State Industrial Development Authority  
A-1/4, Lakhanpur,  
Kanpur.

**Subject: Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority, for Investment Promotion and Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA**

Sir,

We, the undersigned, offer to provide the consulting services for Investment Promotion and Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for the assignment is as follows:

SI No	Details	Fees in INR (In figures and words)*
1	<b>Lump sum fee (excluding GST and all other taxes and expenditure) for Investment Promotion and Facilitation and Implementation of Ease of Doing Business/Business Reforms in UPSIDA etc.</b>	
2.	<b>GST and all other taxes</b>	
3.	<b>Total</b>	

**Notes:**

1. \*This financial figure will be used for evaluation as per the details provided in this RFP
2. Outstation travel (other than Lucknow) shall be undertaken as per request of the Authority. The Team shall be entitled to economy class air travel, and board and lodging in a hotel. Bills for reimbursement hereunder may be submitted with original supporting materials, along with a Statement of Expenses, duly certified by the Authorised Representative.
3. All direct expenses such as advertisements for tendering, cost of roadshow/workshop, IEC materials, etc. shall be borne by the authority.

4. All payments shall be made in Indian Rupees.

Yours sincerely,

Authorized Signature [In full and initials]: Name and

Title of Signatory:

Name of Firm:

Address:

## APPENDIX-III

### FORMAT FOR BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(Note: The Bank Guarantee should be obtained in the below format from a Scheduled Commercial Bank and submitted by the successful bidder as a pre-condition for signing of the Agreement.)

#### Bank Guarantee Bond

- In consideration of the Chief Executive Officer, UPSIDA (hereinafter called "the Authority") having \_\_\_\_\_ agreed to exempt \_\_\_\_\_ (hereinafter called the "said contractor(s)") from the demand, under the terms and conditions of the Letter of Intent, dated \_\_\_\_\_ made between Uttar Pradesh State Industrial Development Authority ("UPSIDA") and \_\_\_\_\_ for Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Authority (UPSIDA), for Investment Promotion and Investment Facilitation and Implementation of Ease of Doing Business/ Business Reforms in UPSIDA (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the Authority an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor(s) of any terms or conditions contained in the said Agreement.
- We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Authority stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach of the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards to the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee is restricted to an amount not exceeding Rs. \_\_\_\_\_.
- We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceedings pending before any court or Tribunal relating hereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) supplier(s) shall have no claim against us for making such a payment.
- We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall be enforceable till all dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or \_\_\_\_\_ Office Department \_\_\_\_\_ certifies that the terms of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time of any of the powers exercisable by the Authority against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Authority or any indulgence by the Authority to the said Contractor(s) or by any 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 not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Authority in writing.

Dated \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_

(indicate the name of the bank)