Request for Proposal
for
Appointment of program management consultant for
Agro-Food Processing Parks in Uttar Pradesh

May, 2020

Director
Horticulture and Food Processing, Uttar Pradesh
2-Sapru Marg, Udyan Bhawan, Lucknow
Email: cmfpmup@gmail.com
0522-2288155 / 4044414
Disclaimer

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

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

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

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

Horticulture and Food Processing Department, Uttar Pradesh, may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.
1. **SECTION 1: INSTRUCTION TO BIDDER & TERMS AND CONDITIONS:**

1.1. Proposals are invited from reputed firms to provide consultancy services for Appointment of program management consultant for providing comprehensive Consultancy Services including land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Sustainable Agro-Food Processing Parks in multiple locations Uttar Pradesh.

1.2. The bids are to be submitted through e-Tendering process using e-Tender Portal of Uttar Pradesh (https://etender.up.nic.in) only as notified in this tender document.

1.3. The financial bid of only those bidders who are qualified in the technical bid fulfilling the eligibility criteria and qualification shall be opened.

1.4. Aspiring bidders who are not registered with UP electronics corporation Ltd should register themselves after obtaining user ID & password and then participate in e-Tendering.

1.5. Bidders can access tender documents on the e-Tender Portal i.e. etender.up.nic.in, fill them and submit the completed tender document through e-Tender Portal.

1.6. Bidders should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, attested from Notary failing which the bid will not be considered. Physical documents submitted without uploading in e-Tender portal shall not be considered for evaluation. The bidder shall upload the similar work done certificate issued by the competent authority. Work done certificate issued from the Government, Government undertaking Board, Authorities etc. shall be considered for technical bid evaluation.

1.7. The work shall be commenced with all earnestness within 15 days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and appropriate action will be taken to get the work done through alternate agency.

1.8. Corrigendum/Modifications/Corrections/Cancellation/Postpones/Clarifications/Extension etc. if any, will be published in the website of Horticulture and Food Processing Department, Uttar Pradesh, as well as on https://etender.up.nic.in.

1.9. The Principle Secretary, Horticulture and Food Processing Department, Uttar Pradesh reserves the right to accept/reject any or all tender without assigning any reasons.

1.10. If any of the dates mentioned above is declared as holiday, the next working day will hold good without any change in the timings indicated.

1.11. Even though the bidders meet the eligibility criteria, they are subjected to be disqualified if they have:-

   a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement and / or;

   b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc.,

   c) Do not fulfil the minimum required experience of proposed key staff as mentioned in bid document.

1.12. Financial bid for the work shall be unconditional. Conditional offers by bidders will be rejected.

1.13. The financial bid shall be valid for a period of 90 days from the last date of submission of bids.
1.14. The rates shall be quoted for the whole work (including all components) as may be assigned and shall be inclusive of all taxes/GST.

1.15. The whole field survey work, data processing and presentation of complete records and maps shall be carried out within the time limit specified in the scope of work.

1.16. The decision of the Principle Secretary, Horticulture and Food Processing Department, Uttar Pradesh shall be final and binding on the contracting firm/company in the matters of determination of quality and quantity of work done, acceptance or otherwise of the work done.

Director
Horticulture and Food Processing,
Uttar Pradesh
2-Sapru Marg, Udyan Bhawan, Lucknow
2. SECTION 2. Information to Bidders

2.1. Introduction:

2.1.1. Horticulture and Food Processing Department, Uttar Pradesh, is desirous of obtaining “comprehensive Consultancy Services including land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Agro Food Processing Parks in multiple places in Uttar Pradesh.

2.1.2. The Bidders are invited to submit a Technical Proposal and a Financial Proposal to provide “Comprehensive Consultancy Services including land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Sustainable Integrated Industrial food processing parks in Uttar Pradesh through competitive bidding.

2.1.3. The bidders must familiarize themselves with local conditions and accordingly taking them into account in preparing the Proposal.

2.1.4. The department will provide the inputs specified in the data sheet and make available relevant project data and reports.

2.1.5. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the project site, are not reimbursable as a direct cost of the assignment, and (ii) the department is not bound to accept any of the proposals submitted without assigning any reason.

2.1.6. Consortium/Joint venture is not allowed for this assignment

a) Ernest Money Deposit the Bidder are requested to submit EMD of INR 5,00,000.00 (Rupees Five Lakh Only) along with the Technical Bid. Any tender not accompanied by an acceptable earnest money deposit and not secured in the payment modes as indicated below shall be rejected by the department as non-responsive.

b) The earnest money deposit of unsuccessful tenderers will be returned within 30 days from the end of the tender validity period.

c) The earnest money deposit of the successful Tenderer will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

d) The Earnest Money Deposit may be forfeited:

i. If the bidder withdraws from the tender after bid opening during the period of tender validity,

ii. In case of a successful bidder, if the Bidder fails within the specified time limit to:

a. Sign the Agreement; or

b. Furnish the required Security deposit

e) The RFP/tender document cost of INR 10,000/- + 1800/- (G.S.T.) = Rs. 11800/- (Rupees Eleven Thousand and Eight hundred only) is to be paid only using RTGS in favour of Director Horticulture and Food Processing Department, Uttar Pradesh, payable at State Bank Of India, Main Branch, Hazaratganj Lucknow, Account Number-10863758242, IFSC Code-SBIN0000125and upload the receipt on e-tender.
f) The Bidder shall pay the Earnest Money Deposit (EMD) as FDR pledged into Horticulture and Food Processing Department, Uttar Pradesh, and upload the FDR receipt on e-tender.

g) FDR receipt should reach the department prior to the date of opening of technical bid.

h) The bidders bid will be evaluated only on confirmation of receipt of the payment.

2.1.7. Any entity which has been barred by the central Government, any state government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of proposal, would not be eligible to submit a proposal either by itself or through its associate.

2.2. Modification

At any time before the submission of Proposals, the department may, for any reason, whether at its own initiative or in response to a clarification requested by an interested firm, modify the RFP documents by amendment. The amendment will be published in e-Tender portal only. The department may at its discretion extend the deadline for the submission of Proposals.

2.3. Preparation of Proposal

Technical Proposal

2.3.1. In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.3.2. The minimum eligibility criteria for Bidder to be eligible for technical evaluation:

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Minimum Qualification Criteria</th>
<th>Supporting document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should be a Company/ Firm/ LLP registered in India. Consortium and JV is not allowed for this assignment</td>
<td>The bidder shall be required to submit a copy of its Incorporation Certificate.</td>
</tr>
<tr>
<td>2</td>
<td>The bidder should not have been blacklisted/debarred/termination of contract by any Government / Government Board / Corporation / Company/Statutory Body / PSU company/ Non-Government/Private Agencies and Funding Agencies in the last 10 years. Infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost of at least INR100 crore (Rupees one hundred crore) (the “PPP Projects”) in last 10 years – at least 5 projects</td>
<td>Attach Document Work Order or completion certificate</td>
</tr>
<tr>
<td>4</td>
<td>Experience in providing consultancy services for agriculture business management/backward and forward linkages in the agriculture value chain/investment promotion in agriculture sector/agriculture fund management/ agriculture fund disbursement in last 10 years – at least 5 projects</td>
<td>Work Order or completion certificate</td>
</tr>
<tr>
<td>5</td>
<td>The bidder should have completed transaction advisory assignments for development of integrated Industrial Park/SEZ/Township/Estate/City/Area etc – at least 5 projects</td>
<td>Work Order or completion certificate</td>
</tr>
<tr>
<td>6</td>
<td>Average annual turnover of INR 50 Crores from consultancy services for last 3 financial years i.e. 2016-17, 2017-18, 2018-19,</td>
<td>Certificate from Statutory Auditor certifying the annual turnover</td>
</tr>
</tbody>
</table>
2.3.3. The Technical Proposal should provide the information using the forms as mentioned in section 8 and give the following:

a) A brief description of the firm and a list of recent experience on assignments (Section 8B of a similar nature).

b) Any comments or suggestions on the terms of reference and the data, services and facilities to be provided by the client (section 8C), and a description of the methodology (work plan) by which the firm proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics (Section 8D). The decision to consider the suggestion is reserved with the client only.

c) The composition of the proposed staff team, the tasks that would be assigned to each staff team member, and their duration (Section 8E).

d) CVs should be signed by the proposed professional staff and the authorized representative submitting the proposal (Section 8F), Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

e) Estimates of the total staff effort (professional and support staff, staff duration) to be provided to carry out the assignment supported by bar chart diagrams showing the time proposed for each key staff team member (Sections 8G, 8H).

f) Any additional information requested in the data sheet.

2.3.4. The Technical Proposal shall not include any financial information.

**Financial Proposal**

2.3.5. The financial proposal shall be a lump sum quote inclusive of all expenses, GST, taxes, duties, cess, all types of taxes etc., as applicable which will be the ceiling contract price. However, the break-up of costs for arriving at the lump sum contract price shall be submitted by the successful bidder before executing the agreement and same shall be a part of agreement.

2.3.6. In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP document. The lump sum fee shall be all inclusive, containing all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local wherever required, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys, GST/all taxes, duties, levies and other impositions imposed under the applicable law, on the bidder and their personnel unless the Data Sheet specifies otherwise.

2.3.7. Commissions and gratuities, if any, paid or to be paid by Bidder and related to the assignment will be specified in the financial proposal submission form.

2.3.8. Cost must be expressed, and will be paid, in the currency mentioned in the data sheet.

2.3.9. The Data Sheet shows for how many days after the submission date the proposals must remain valid, during this period; bidder is expected to keep available the professional staff proposed for the assignment. The department will make its best effort to complete negotiations within this period. If the proposal validity period is extended, the Bidder have the right not to maintain their Proposals.
2.3.10. An agreement in usual format shall be drawn up and entered into with the successful bidder for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time.

2.4. Submission of Bid

2.4.1. The Bidder shall submit the bids separately i.e., “Technical” and “Financial” electronically online in e-Tender portal.

2.4.2. The last date for submitting bids electronically in e-Tender portal on or before as mentioned in the e-Tender Portal.

2.4.3. Late Bids are not allowed

2.4.4. Modification: The bidder can modify his bid before the last date of submission of bids.

2.4.5. Withdrawal of Bids: The bidder can withdraw his bid before the last date of submission of bids.

2.4.6. Bid Opening

a) The Technical Bids will be opened on as mentioned in the e-Tender portal. In the event of the announced date of bid opening being declared a holiday for the department, the Bids shall be opened at the specified time and location on the next working day.

b) Bid opening will be done online and after opening, the Bidders name, the list of documents submitted by the bidder will be recorded by the department.

c) All the bidders may be called for technical presentation on a subsequent date to be notified by the client.

d) After evaluation of the technical proposal, the financial bid of only those who are assessed to be eligible shall be opened on a subsequent date to be notified by department. Only Eligible bidders shall be invited to be present for the “Financial Bid” opening.

e) Evaluation of the Eligibility of bidders shall be done independently by the department.

2.5. Proposal Evaluation

General

2.5.1. Bidders shall not contact the department on any matter relating to their Proposal from the time of opening of the Technical Proposal till the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet as indicated in Clause no.9. Any effort by the firm to influence the department in the department’s Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder’s Proposal.

2.5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.
**Evaluation of Technical Proposals**

2.5.3. The Technical bids of only the firms satisfying the eligibility criteria will be evaluated further.

2.5.4. The high level Evaluation Committee appointed by the department 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.

<table>
<thead>
<tr>
<th>SN</th>
<th>Technical Evaluation Criteria</th>
<th>Max Marks</th>
<th>Supporting Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Average Annual Turnover from consulting services, from Indian operations, for preceding 3 financial years (i.e., 2016-17 and 2017-18, 2018-19). The average annual turnover will be calculated on a pro rata basis. The company with the highest turnover will receive the maximum marks.</td>
<td>15 Marks</td>
<td>Extracts from the audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
</tr>
<tr>
<td>2</td>
<td>Infrastructure project related with Agro Food Processing Parks under taken through Public Private Partnership (PPP) or other forms of private participation and having an estimated capital cost of at least INR100 crore (Rupees one hundred crore) (the “PPP Projects”) in last 10 years – at least 5 projects The score will be calculated on a pro rata basis. The company with the highest number of projects will receive the maximum marks.</td>
<td>15 Marks</td>
<td>Work order /Completion Certificates from the client;</td>
</tr>
<tr>
<td>3</td>
<td>Experience in providing consultancy services for agriculture business management/backward and forward linkages in the agriculture value chain/investment promotion in agriculture sector/agriculture fund management/ agriculture fund disbursement in last 10 years – at least 1 project and maximum 5 projects</td>
<td>15 Marks</td>
<td>Work order /Completion Certificate</td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have completed transaction advisory assignments for development of integrated Industrial Park/SEZ at least 1 project and maximum 5 projects</td>
<td>15 Marks</td>
<td>Letter of award/ Engagement Agreement/ Completion Certificate</td>
</tr>
<tr>
<td>5</td>
<td>Approach &amp; Methodology/Team</td>
<td><strong>40 Marks</strong></td>
<td>Present the approach and methodology mentioning the components and needs to provide a work breakdown structure baselines/timeline, defined resources, roles &amp; responsibilities in the Technical Proposal Team score break-up given below</td>
</tr>
<tr>
<td>A. Experience of Resources</td>
<td>Maximum Marks</td>
<td>Scoring</td>
<td>Qualifications / Experience</td>
</tr>
<tr>
<td>---------------------------</td>
<td>---------------</td>
<td>---------</td>
<td>-----------------------------</td>
</tr>
</tbody>
</table>
| a. Team Leader and Food value chain Expert | 10 | - Educational Qualification – 1 Mark  
- Professional Experience of 10 Years – 2 mark  
- Experience of working with government in large scale agriculture transformation projects – 2 mark  
- Experience of working with central/state governments in agribusiness value chain projects – 2 mark  
- Experience in undertaking PPP projects – 1 mark  
- Have been a part of the bidding entity for more than 6months – 1 mark  
- Experience of working with central/state governments in feasibility study / DPR preparation – 1 mark | - MBA/Masters in Agri Business + Engineer / Food technologist / Agri graduate  
- Large govt agri projects – at least 2  
- PPP Projects – at least 2  
- Total experience – 10 years or more |
| b. PPP/Infrastructure Expert | 6 | - Educational Qualification – 2 Mark  
- Professional Experience of 5Years – 2 mark  
- Experience in at least 5 PPP Projects – 1 mark  
- Experience in at least 2 PPP agriculture infrastructure projects such as cold storage, warehouses etc.- 1 mark | - MBA/Masters in Agri Business + Engineer / Food technologist / Agri graduate |
| c. Analyst (project management specialist) | 4 | - Educational Qualification – 2 Mark  
- Professional Experience of 3years – 1 Mark  
- Experience of working in projects related to food processing and establishing backward and forward linkages – 1 mark | - B.E. / M.E. (Civil) Or equivalent  
- Experience in Industrial parks |

Note: The Financial Bid of the technically qualified bidders who score at least 70 marks (technical score) will only be opened.
2.6. Financial Bid Evaluation

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

The quoted price shall be in Indian Rupees.

a) All quoted prices shall be inclusive of all taxes/GST.

b) Any conditional financial bid would be summarily rejected.

I. All the bidders who have qualified through the technical bid only will be considered for opening of financial bid.

II. The financial bid must be submitted as per format given at Annexure-9B.

III. The Service Tax and other levies, if any should be furnished as per the format.

IV. In case nothing is mentioned it will be assumed that taxes/other levies are included in the rates quoted.

V. Rate should be quoted on comprehensive basis for carrying out all works as mentioned in the RFP document.

VI. Lowest bidder shall be offered the contract.

2.7. Award of Contract

The bidder quoting the lowest amount in the financial bid will be awarded with the contract. The successful consulting firm is expected to commence the assignment by the date specified in the data sheet.

2.8. Performance Guarantee & Performance Clause

2.8.1. Performance Guarantee:

Performance Guarantee for an amount equivalent to 10% of the contract amount of the successful bidder (Total Consultancy fee charged for the complete work) is to be given to Horticulture and Food Processing Department, Uttar Pradesh, towards Performance of the successful consulting firm. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank / Scheduled Bank in the format to be approved by Horticulture and Food Processing Department, Uttar Pradesh, and shall be submitted at the time of executing the agreement which shall be valid for the total project duration.

2.8.2. Performance Clause:

Bidder shall be expected to fully comply with all the provisions of the "Terms of Reference", and shall be fully responsible for preparation of reports as per Terms of Reference (ToR), keeping up the time schedule. Non-compliance of the provisions of the Contract Agreement and other schedules by the Bidder, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

In the event of non-performance by the Bidder, Horticulture and Food Processing Department, Uttar Pradesh, will retain the right to forfeit the Performance Guarantee.
### 2.9. Data Sheet:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>RFP / Tender Availability</td>
<td>13/06/2020 after 1100 HRS</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-Bid Meeting</td>
<td>23/06/2020 at 1200 HRS</td>
</tr>
<tr>
<td>3.</td>
<td>Last Date of Bid Submission</td>
<td>20/07/2020 at 1600 HRS</td>
</tr>
<tr>
<td>4.</td>
<td>Technical Proposal Opening</td>
<td>21/07/2020 at 1200 HRS</td>
</tr>
<tr>
<td>5.</td>
<td>Technical Proposal Evaluation</td>
<td>22/07/2020 TO 30/07/2020</td>
</tr>
<tr>
<td>6.</td>
<td>Presentation of firms shortlisted in Technical Bid</td>
<td>To be notified</td>
</tr>
<tr>
<td>7.</td>
<td>Financial Bid Opening</td>
<td>To be notified</td>
</tr>
<tr>
<td>8.</td>
<td>Letter of Agreement</td>
<td>To be intimated</td>
</tr>
<tr>
<td>9.</td>
<td>Start Date</td>
<td>To be intimated to Selected Bidder</td>
</tr>
<tr>
<td>10.</td>
<td>Cost of Tender (RTGS)</td>
<td>INR 10,000 (Rupees Ten Thousand Only)</td>
</tr>
<tr>
<td>11.</td>
<td>Earnest Money Deposit (EMD) in the form of FDR</td>
<td>INR 5,00,000 (Rupees Five lakhs Only)</td>
</tr>
<tr>
<td>12.</td>
<td>Performance Bank Guarantee</td>
<td>5% of the Total Fee</td>
</tr>
<tr>
<td>13.</td>
<td>Website for Tender Documents</td>
<td><a href="https://etender.up.nic.in">https://etender.up.nic.in</a></td>
</tr>
<tr>
<td>14.</td>
<td><strong>Method of Selection</strong></td>
<td>L-1</td>
</tr>
<tr>
<td>15.</td>
<td>Duration of the Assignment</td>
<td>PMA would initially be engaged for a period of 2 years.</td>
</tr>
<tr>
<td>16.</td>
<td>Contact Details</td>
<td>Dr.R.K.Singh,Joint Director, Food Processing  2-Sapru Marg, Lucknow.0522-2288155</td>
</tr>
</tbody>
</table>

1.1. No inputs will be provided by the client except for available relevant data and reports available with the department.

1.2. The language(s) to submit proposals is in English only.
The Bidder has to deploy other experts as per the project requirement as when required at the project site.

The Technical Proposal should include:

i. Details of back up facilities available with them in respect of surveying facilities, computer facilities and drafting assignments.

ii. The Composition of the proposed onsite and offsite team

iii. Details to demonstrate capacity to mobilize resources properly so as to complete the assignment in time.

iv. Bidder will be called for Technical presentation in front of high level committee.

1.3. Taxes: All taxes shall be included in the offer.

1.4. The currency in which the proposals can be expressed and contract payments will be made is: Indian Rupees.

All the quotations should be made in Indian Rupees only including all taxes/duties, GST etc. with no escalation charge and the price bid should contain no conditions. Otherwise, the offer may, at the discretion of Horticulture and Food Processing Department, Uttar Pradesh, be rejected.
3. Background

The state of Uttar Pradesh straddles the Ganga – Yamuna Valley which is one of most fertile regions of the world and in the year 2015-16, food grain production alone was 44 million metric tonnes without taking horticultural crops in consideration.

The state is also the largest producer of horticultural crops in India, with a production of 39 million tonnes which is 12.5% of the national production.

In view of the substantial production of food grains and horticultural production, it can reasonable to target food processing as an area of farther development.

With such a vision, the state has chosen to develop a cluster agro processing hubs which will utilise the produce from the neighbouring regions. This will not only add value to produce from the state and create job but also bring the market closer to the farmer. And in the current environment where direct transactions between the farmer and large processors / retailers is being promoted, the processor coming physically closer to the farmer will be a great enabler of direct transaction.

So the government proposes to develop a network of agro processing parks across the state preferable on land which is already available and through public private partnerships in order to leverage the business skills of the private sector as well.
4. Section 4: Detailed Scope of Work

4.1. Land Option Analysis

i. State Government Department will provide the details of the available land parcels like Agriculture, Animal Husbandry, Fishery and Horticulture and incentives provided by them.

ii. Collect all the relevant information/documents i.e. base map, land-use, Development Plans, demographic and socio-economic data, environmental features, type of soil, ground water details etc., examine the site access parameters, geographical features, likely availability of infrastructure such as water, power etc.

iii. Selected bidder to propose multiple options of area for development of Agro Food Processing Parks along with detailed access plan with cost benefit analysis and SWOT analysis of each site

iv. Review existing zoning ordinances, comprehensive plans and other relevant plans and programs including any existing or future or projects that shall impact development of the project;

v. Prepare detailed activity schedule for next i.e. the DPR phase

4.2. Part-2: Feasibility study and Detailed Project Report

i. Prepare DPR with regional development approach, to create an enabling environment, achieve envisaged goals and objectives and enable sustainable development of agro processing industry and infrastructure initiatives in the area along with analysis of the energy and water requirements for the individual projects and the development of the Agro Food Processing Parks as a whole

ii. Setting out the macro level development vision and targets for the development of Integrated Sustainable Agro Food Processing Parks and evolving the strategies to achieve the same. These targets should be physically, environmentally, socially and financially sustainable, while the strategies should facilitate balanced regional development that reduces regional imbalance and creates economic agglomeration and industrial clustering.

iii. Broad assessment of the industrial scenario of the area - profiling of the industrial hubs, types of industrial activities (by National Industrial Classification (NIC) or equivalent), trends in industrial production, raw material sources, production centres and markets and their inter-linkages, manufacturing policies and investment climate;

iv. Undertake a critical review of the status of infrastructure available in the area selected for development of the area and, if recommended, area, in particular the key sectors - water, power, transportation, (rail, roads, airports, public transport), logistics, housing and social infrastructure, environmental management, taking into consideration the existing as well as on-going and proposed developments – and the connectivity between them.

v. Based on the above, network analysis and identification of major bottlenecks, analysis of issues with regional freight transportation, logistics, storage and distribution of goods
between the agricultural raw material sources, production centres in the area, markets. Similar analysis has to be carried out for each infrastructure sector, particularly water and power. Identification of critical demand-supply gaps and bottlenecks in each infrastructure sector through the above;

vi. Identify issues and prospects of industry, traditional skill sets of the area, skill gaps with respect to modern manufacturing practices, labour / industrial relations;

vii. Critical evaluation and comparative analysis of the investment climate including policy environment for promotion of manufacturing, trade and commerce including exports, thrust sectors, value addition, resource utilisation, infrastructure bottlenecks to identify parameters that can influence the attractiveness of the area vis-à-vis competing locations;

viii. Based on the above, come up with recommendations on the critical issues/gaps in procedures and practices that need to be addressed to become a truly world class industrial destination and enhance the competitiveness of local manufacturers to global standards, and other strategies for attracting private investment, particularly into sustainable development.

ix. Suggest a phasing strategy for timely development of industrial park and prepare Short- and Medium-Term Plan for development during the project horizon. The selected bidder is required to identify infrastructure projects and prioritise the projects in the phasing plan.

x. Development of Integrated Sustainable Agro Food Processing Parks should be planned In line with the regional strengths and availability of natural resources within the state.

xi. State objective of development through benchmarking of similar developments in India/other countries, Identify industries that may be developed along with demand analysis and estimated phasing of land off take by industries and associated sectors;

xii. Summarise the findings in the form of a product and space-mix in the proposed area. Based on the outcome of the demand assessment and future growth pattern, evolve a suitable Product/Activity mix for the developable land and assess likely investment potential to activate local commerce and enhance investments.

xiii. Prepare project cost estimates of all the components and financial viability model. cost estimates will include:

- Prepare detailed financials to determine expected revenue streams, cash flows for the project and determine the financial viability of the project.
- Work out Financial Indicators such as Payback period, IRR, NPV, Profitability ratio, Sensitivities and Scenarios.
- Prepare value for money analysis to compare the various PPP options to public funded alternatives.
- Develop alternate financial structures for the project and suggest a financially viable model to attract Private sector participation and to minimizing the financial
burden on the Horticulture and Food Processing Department, Uttar Pradesh. Selected bidder shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.

- All assumption used in the financial analysis along with basis of assumptions shall be elaborated. Selected bidder shall provide the unlocked and editable soft copy of the financial model in Microsoft Excel.

xiv. Suggest the means of finance for development of land, internal & external infrastructure and social infrastructure.

xv. Analyse various schemes of central/ state government for funding of the project and their convergence.

xvi. Liaison with Government of India, multilateral and bilateral international agencies for funding and financing of the project.

4.3. Transaction advisory for selection of Developer and Operator of the Agro Food Processing Parks

i. Preparation of bid documents such as EOI, RFQ, RFP and Concession Agreement for projects proposed to be implemented on PPP/O&M/EPC or any other format; based on review of the feasibility reports prepared for the project.

ii. Assistance in conducting pre-bid meetings, preparing responses to the queries etc.;

iii. Assistance in evaluation of bids received from bidders;

iv. Assistance in final negotiations; and provide financial opinion on implementation of the project.
### 5. Section 5: Payment Schedule

#### 5.1. Payment schedule

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Completion of Part of Scope/ Milestone</th>
<th>Percentage of total amount to be released</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission Land Option Analysis Report</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Feasibility and Detailed Project report</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>Preparation of RFP for selection of PPP Partner</td>
<td>15%</td>
</tr>
<tr>
<td>6</td>
<td>Submission of bids by potential PPP Partners</td>
<td>15%</td>
</tr>
<tr>
<td>7</td>
<td>Selection of PPP partner and issue of award letter</td>
<td>40%</td>
</tr>
</tbody>
</table>

- Submitting 5 hard copies and one soft copy in MS Word and PDF format for reports, MS-Excel/Spread sheet for database/survey findings/analyses, AUTOCAD and PDF format for drawings/plans, GIS file formats for spatial database.
6. Section 6: Report and Deliverables

The Bidder shall submit reports both in hard and soft copies in English and in MS-WORD/MS-EXCEL/MS-ACCESS format or any other standard format for GIS, Engineering and Architecture drawing mutually agreed. Each of the reports will be presented to Horticulture and Food Processing Department, Uttar Pradesh, as an audio-visual presentation.

Deliverables

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Completion of Part of Scope/ Milestone</th>
<th>Date of submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission Land Option Analysis Report</td>
<td>after 1 months of award of contract</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Feasibility and Detailed Project report</td>
<td>after 2 months of award of contract</td>
</tr>
<tr>
<td>3</td>
<td>Preparation of RFP for selection of PPP Partner</td>
<td>End of 03 months of award of contract</td>
</tr>
<tr>
<td>4</td>
<td>Submission of bids by potential PPP Partners</td>
<td>End of 04 months of award of contract</td>
</tr>
<tr>
<td>5</td>
<td>Selection of PPP partner and issue of award letter</td>
<td>First week of 5th month</td>
</tr>
</tbody>
</table>

D — Start Date of Assignment, i.e., within 15 days of award of assignment

10-12 sites to be developed, subject to feasibility
7. Section 6: Information & Instructions to Bidders

7.1. Specific responsibilities of the bidder

The Bidder shall be fully responsible for collecting data and information from Government agencies. All information, data and reports obtained from the Government agencies in the execution of the services shall be properly reviewed and analysed by the Bidder. The responsibility for the correctness of using such data shall rest with the Bidder. All such information, data and reports shall be treated as confidential.

The Bidder shall be responsible for arranging necessary living accommodation, office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

The Bidder shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

7.2. Obligations of the Client

Liaison and Access

The Horticulture and Food Processing Department, Uttar Pradesh, shall provide liaison with other Government agencies and Departments of state for the introduction of the Bidder.

7.3. Terms and Conditions: Applicable Post Award of Contract

7.3.1. Termination Clause

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

i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Horticulture and Food Processing Department, Uttar Pradesh; 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 Horticulture and Food Processing Department, Uttar Pradesh, 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 Horticulture and Food Processing Department, Uttar Pradesh, terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

vi. The Consultant may terminate this Agreement, or any particular Services, immediately upon written notice to DAC & FW if the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.

7.3.2. Termination for Default

a. Horticulture and Food Processing Department, Uttar Pradesh, may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Horticulture and Food Processing Department, Uttar Pradesh; or

c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or

d. If the selected Bidder, in the judgment of the Horticulture and Food Processing Department, Uttar Pradesh, 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 Horticulture and Food Processing Department, Uttar Pradesh, terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

7.3.3. Termination for Insolvency

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

7.3.4. Termination for Convenience

a. Horticulture and Food Processing Department, Uttar Pradesh, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Horticulture and Food Processing Department, Uttar Pradesh’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, Horticulture and Food Processing Department, Uttar Pradesh, will pay for all the pending invoices as well as the work done till that date by the Selected bidder.

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.

7.3.5. Termination by Horticulture and Food Processing Department, Uttar Pradesh,

a. The Horticulture and Food Processing Department, Uttar Pradesh, may, by not less than 60 days’ written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Horticulture and Food Processing Department, Uttar Pradesh, 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 Horticulture and Food Processing Department, Uttar Pradesh, a statement which has a material effect on the rights, obligations or interests of the Horticulture and Food Processing Department, Uttar Pradesh, and which the selected Bidder knows to be false;

b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

c. If the Horticulture and Food Processing Department, Uttar Pradesh, would like to terminate the Contract for reasons not attributable to the selected Bidder’s performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.

d. If the Horticulture and Food Processing Department, Uttar Pradesh, would like to terminate the Contract for reasons attributable related to the selected Bidder’s performance, the government will give a rectification notice for 3 months to the selected bidder/ Advisor in writing with specific observations and instructions.

7.3.6. Termination by the selected Bidder

a. The selected Bidder may, by not less than 60 days written notice to the Horticulture and Food Processing Department, Uttar Pradesh, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. Horticulture and Food Processing Department, Uttar Pradesh, 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 Selected bidder may have subsequently agreed in writing) following the receipt by the Horticulture and Food Processing Department, Uttar Pradesh, of the selected Bidder’s notice specifying such breach

ii. If there are more than 2 unpaid invoices and Horticulture and Food Processing Department, Uttar Pradesh, fails to remedy the same within 45 days of the submission of the last unpaid invoice

iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

iv. The Horticulture and Food Processing Department, Uttar Pradesh, fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Horticulture and Food Processing Department, Uttar Pradesh, to the selected Bidder within 30 days of the Contract termination
7.3.7. 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], Horticulture and Food Processing Department, Uttar Pradesh, 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 Horticulture and Food Processing Department, Uttar Pradesh, to invoke the Horticulture and Food Processing Department, Uttar Pradesh, Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available Horticulture and Food Processing Department, Uttar Pradesh, 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.

6.1 Liquidated Damages

a. Notwithstanding Horticulture and Food Processing Department, Uttar Pradesh’s right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One present) of the undelivered portion of order value per week will be charged for every week’s delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.

b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.

c. Horticulture and Food Processing Department, Uttar Pradesh, reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Horticulture and Food Processing Department, Uttar Pradesh, to the Bidder. Liquidated damages will be calculated on per week basis.

d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee.

e. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.

f. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. The limitations will not apply to losses or damages caused by our fraud or to the extent prohibited by applicable law or professional regulations.

g. If we are liable to you (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, our liability to you shall be several, and not joint, with such others, and shall be limited to our fair share of that total loss or damage, based on our
contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

h. You shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim. The limitations will not apply to losses or damages caused by our fraud or to the extent prohibited by applicable law or professional regulations.

i. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other Firm or its subcontractors, members, shareholders, directors, officers, partners, principals or employees. You shall make any claim or bring proceedings only against us.

7.3.8. Dispute Resolution Mechanism

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

7.3.9. Notices

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

7.4. Force Majeure

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

a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Horticulture and Food Processing Department, Uttar Pradesh, shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

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

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

7.5. 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 Horticulture and Food Processing Department, Uttar Pradesh, 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.

7.6. Deployment

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

7.7. Contract Performance Guarantee

a. Within 30 days after the receipt of notification of award of the Contract from the Horticulture and Food Processing Department, Uttar Pradesh, the successful Bidder shall furnish Performance Guarantee for an amount equivalent to 10% of the contract amount of the successful bidder (Total Consultancy fee charged for the complete work) is to be given to Horticulture and Food Processing Department, Uttar Pradesh, towards Performance of the successful consulting firm. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank / Scheduled Bank in the format to be approved by Horticulture and Food Processing Department, Uttar Pradesh, and shall be submitted at the time of executing the agreement which shall be valid for the total project duration.

b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.

c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract if any.

7.8. Statutory Requirements

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

7.9. Contract administration

a. Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:

   i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and

   ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

   iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.

   iv. For the purpose of execution or performance of the obligations under this Contract, the Horticulture and Food Processing Department, Uttar Pradesh, representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Horticulture and Food Processing Department, Uttar Pradesh, representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.

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

7.10. Right of Monitoring, Inspection and Periodic Audit

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

7.11. 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 Horticulture and Food Processing Department, Uttar Pradesh, out of premises, without prior written permission from the Horticulture and Food Processing Department, Uttar Pradesh.

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

7.12. **Indemnity**

The Selected Bidder shall execute and furnish to the Horticulture and Food Processing Department, Uttar Pradesh, a Deed of Indemnity in favour of the Horticulture and Food Processing Department, Uttar Pradesh, in a form and manner acceptable to the Horticulture and Food Processing Department, Uttar Pradesh, indemnifying Horticulture and Food Processing Department, Uttar Pradesh, 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 Horticulture and Food Processing Department, Uttar Pradesh.
## 8. Technical Proposal

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8A</td>
<td>Technical proposal submission form</td>
</tr>
<tr>
<td>8B</td>
<td>Bidders Firm’s References</td>
</tr>
<tr>
<td>8C</td>
<td>Bidders Firm’s comments and suggestions on the Terms of Reference</td>
</tr>
<tr>
<td>8D</td>
<td>Approach paper on methodology and work plan for performing the assignment.</td>
</tr>
<tr>
<td>8E</td>
<td>Composition of the team and task(s) of each team member.</td>
</tr>
<tr>
<td>8F</td>
<td>Curriculum vitae of proposed professional staff</td>
</tr>
<tr>
<td>8G</td>
<td>Time schedule for professional personnel.</td>
</tr>
<tr>
<td>8H</td>
<td>Activity (work) schedule.</td>
</tr>
<tr>
<td>8I</td>
<td>Summary Sheet – Relevant Project Experience</td>
</tr>
<tr>
<td>8J</td>
<td>Equipment and Names of Technical Software.</td>
</tr>
</tbody>
</table>
8A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director
Horticulture and Food Processing Department, Uttar Pradesh,
Office Address

Subject: Appointment of consultant for providing comprehensive Consultancy Services including land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Agro Food Processing Parks in multiple places in Uttar Pradesh.

We, the undersigned, offer to provide comprehensive Consultancy Services including land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Agro Food Processing Parks in multiple places in Uttar Pradesh in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal.

If negotiations are held during the period of validity of the Proposal, i.e. before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Bidder:
Address:
8B. FIRM’S REFERENCES

Relevant Services carried out that best illustrate qualifications. Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

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

8C. BIDDER'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

On the Terms of Reference:

1.

2.

3.

4.

5.
8D. APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

CONSULTING FIRM'S NAME:

Please structure this text in a manner corresponding to the Scope of Work, as given in the Terms of Reference.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
8F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

<table>
<thead>
<tr>
<th>Photo</th>
<th>1. Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Position:</td>
</tr>
<tr>
<td></td>
<td>1. Date of Birth:</td>
</tr>
<tr>
<td></td>
<td>2. Education:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Employment Record</th>
<th>From</th>
<th>To</th>
<th>Company</th>
<th>Position Held</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Brief Profile</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. Countries of Work Experience</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6. Languages</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Representative Projects</th>
</tr>
</thead>
</table>

Nature of Work:
Year:
Location:
Company:
Position Held:
Main Features:
Activities Performed:

Nature of Work:
Year:
Location:
Company:
Position Held:
Main Features:
Activities Performed:

Signature:    Name:

Full name of authorised representative of firm___________________________.
### TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Reports Due/Activities</th>
<th>Weeks (in the form of a Bar Chart)</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 -- --</td>
<td>Subtotal (1)</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal (2)</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal (3)</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Subtotal (4)</td>
</tr>
<tr>
<td>----</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Number of Weeks**

Full-time: _______
Reports Due: _______
Activities Duration: _______

Part-time: _______

Signature: _________________________________
(Authorised Representative)

Full Name: _______________________________
Title: _______________________________
Address: _______________________________
# 8H. Activity (Work) Schedule

**Week wise Program (in form of Bar Chart)**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item of Activity (Work)</th>
</tr>
</thead>
</table>

| Week |
|------|-------------------------|
| 1st  |
| 2nd  |
| 3rd  |
| 4th  |
| 5th  |
| 6th  |
| 7th  |
| 8th  |
| 9th  |
| 10th |
| .....th |
| .....th |

*Modify as required for the assignment*
### 81. SUMMARY SHEET - Relevant Project Experience

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name of the Employer</th>
<th>Description of the Work</th>
<th>Prime / sub-selected bidder</th>
<th>Value of Contract for applicant</th>
<th>Date of issue of work order</th>
<th>Stipulated period of completion (*)</th>
<th>Actual date of completion (*)</th>
<th>Remarks to explain any delay in completion of work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Attach certified proof*
### 8J. Equipment & Name of Technical Software for use of Bidders only

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Type of equipment’s</th>
<th>Proposed Nos</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposed Equipment’s......</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Proposed Equipment’s......</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Proposed Equipment’s....</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Proposed Equipment’s.....</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Other Proposed Equipment’s.....</td>
<td></td>
</tr>
</tbody>
</table>

9A. Financial Proposal submission form.

9B. Financial Bid.
9A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Bidder)

TO: (Name and Address of department)

Subject: Appointment of consultant for providing comprehensive Consultancy Services including land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Agro Food Processing Parks in multiple places in “Location” Uttar Pradesh.

We, the undersigned, offer to provide the consulting services for “land option analysis, feasibility study, detailed project report, master planning, transaction advisory and Investment Promotion for Agro Food Processing Parks in multiple places in Uttar Pradesh in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Bidder:
Address:
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of the work</th>
<th>Offer (Inclusive of all taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>INR. (in figures)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INR. (in words)</td>
</tr>
<tr>
<td>1</td>
<td>Land Option Analysis 4/5 options</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Concept Plan and Pre-feasibility Report</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Master Planning</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Detailed Project Report</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Transaction Advisory (Bid Process Management for Selection of Engineering and construction Agency) or PPP</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Investment Promotion (2 years)</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

*Total aggregate value will be considered for identifying and selecting the bidder.*