

Corrigendum 1- Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key industrial estates and implementation of Ease of Doing Business/Business Reforms

Sr. No.	Reference	Original Clause	Revised Clause
1.	Clause 2.35 , Termination of Agreement, Page 23	<p>UPSIDC may terminate the Contract in whole or part without assigning any reason if:-</p> <p>a. The qualified Bidder fails to perform any of the obligation(s) under the Contract.</p> <p>b. If the Bidder is in material breach of the representations and warranties contained in their bid</p> <p>The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.</p>	<p>2.35 Termination of Agreement</p> <p>2.35.1 By the UPSIDC</p> <p>The UPSIDC may, by not less than forty five (45) days written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.35.1, terminate the contract if:</p> <ol style="list-style-type: none"> a) The term of this contract expires. b) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.34 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the UPSIDC may have subsequently granted in writing; c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.40 hereof d) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days <p>2.35.2 By the Consultant</p> <p>The Consultant may, by not less than forty five (45) days' written notice to the UPSIDC, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate the contract if:</p> <ol style="list-style-type: none"> a) the UPSIDC is in material breach of its obligations

			<p>pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently agreed in writing) from the date of receipt of notice by the UPSIDC</p> <ul style="list-style-type: none">b) the UPSIDC fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 2.39 hereof within 30 (thirty) days after receiving written notice from the Consultant that such payment is overdue;c) the UPSIDC fails to comply with any final decision reached as a result of arbitration pursuant to Clause 2.40 hereof.d) the Consultant reasonably determines that it can no longer provide the Services in accordance with applicable laws or professional obligations. <p>2.35.3 Cessation of rights and obligations Upon termination of this Agreement pursuant to Clauses 2.35, or upon expiration of this Agreement pursuant to Clause 2.37, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 2.20, (iii) the Consultant's obligation to permit inspection, copying and auditing of its physical accounts and records relating to this Agreement and the remedy available under the Arbitration and Conciliation Act, 1996.</p> <p>2.35.4 Cessation of Services Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.35.1 or 2.35.2 the Consultant shall, immediately upon receipt of such notice,</p>
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2.	Clause 3.6, Support UPSIDC (ii) Page 39	Whenever required Cost of roadshows/events/activities for marketing shall be borne by UPSIDC. Consultant shall be liable only for the content of such promotional activities. Travel related to project domestic/ international shall be borne by UPSIDC	Whenever required Cost of roadshows/events/activities for marketing shall be borne by UPSIDC. Consultant shall be liable only for the content of such promotional activities. All the expense for travel related to events proposed by the consultants both domestic/international shall be borne by UPSIDC
3.	Appendix I, Form-3, Statement of Legal Capacity,	Sub: Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key	Sub: Appointment of Consultancy Firm for Providing Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key industrial estates and

	Page 52	industrial estates and implementation of Ease of Doing Business/Business Reforms along with ICT enablement	implementation of Ease of Doing Business/Business Reforms.
4.	Appendix I, Form-4, Power of Attorney, Page 53	Know all men by these presents, 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..... Agreement with the Authority.	Know all men by these presents, 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, including but..... Agreement with the Authority.
5.	Draft Agreement, Page 74, Title	Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key industrial estates and implementation of Ease of Doing Business/Business Reforms along with ICT enablement	Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key industrial estates and implementation of Ease of Doing Business/Business Reforms
6.	Draft Agreement, Page 74, Body	Whereas the UPSIDC has invited Request for Proposal (RFP) dated 25th October 2016 for the 'Appointment of Consultancy Firm for providing Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key industrial estates and implementation of Ease of Doing Business/Business Reforms along with ICT enablement ' as defined in RFP document (hereinafter referred to as the "Project").	Whereas the UPSIDC has invited Request for Proposal (RFP) dated 29th November 2016 for the 'Appointment of Consultancy Firm for providing Consultancy Services to Uttar Pradesh State Industrial Development Corporation Ltd, for investment facilitation of key industrial estates and implementation of Ease of Doing Business/Business Reforms' as defined in RFP document (hereinafter referred to as the "Project").
7.	Draft Agreement Clause 2.5.1 Page 78	This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the EOI-cum RFP shall continue to subsist and shall be deemed as part of this	This Agreement and the Annexures together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modifications hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

		Agreement.	
8.	Draft Agreement Clause 2.5.2 Page 78	Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of EOI-cum-RFP shall apply	Without prejudice to the generality of the provisions of Clause 2.5.1 above, on matters not covered by this Agreement, the provisions of RFP shall apply.
9.	Clause 4.1.1 c. (c), Page 40 Financial Criteria	The Firm should have a Minimum Average Annual Turnover of INR 75 Crores during the last three (starting FY March 2016) preceding financial years (Supported by duly audited balance sheet) from consulting services. Note: Copies of the Certified / Approved/Provisional Annual Financial Statements of the Bidding Entity for the preceding three (3) years are to be furnished.	The Firm should have a Minimum Average Annual Turnover of INR 75 Crores during the last three (starting FY March 2016) preceding financial years (Supported by duly audited balance sheet). Note: Copies of the Certified / Approved/Provisional Annual Financial Statements of the Bidding Entity for the preceding three (3) years are to be furnished.

