



# **REQUEST FOR PROPOSAL**

## **SELECTION OF CONSULTANT**

**FOR**

### **Development of Theme Park at Agra on Public Private Partnership**

**February 2014**

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**U.P STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.**

A-1/4, LAKHANPUR, KANPUR-208024

## Table of Content

<b>Section</b>	<b>Description</b>	<b>Page No.</b>
<b>I</b>	<b>Letter of Invitation</b>	<b>5</b>
<b>II</b>	<b>Instructions to Applicants</b>	<b>8</b>
<b>III</b>	<b>Data Sheet</b>	<b>11</b>
<b>IV</b>	<b>Preparation, Submission and Evaluation of Proposals</b>	<b>14</b>
<b>V</b>	<b>Terms of Reference</b>	<b>22</b>
<b>VI</b>	<b>Formats for Proposal Submission (Annexures)</b>	<b>30</b>

**SCHEDULE OF TENDER PROCESS**

<b>Event Description</b>	<b>Scheduled Date</b>
<b>Release of Advertisement of UPSIDC website</b>	<b>2<sup>nd</sup> February, 2014</b>
<b>RFP upload on UPSIDC website</b>	<b>7<sup>th</sup> February, 2014</b>
<b>Date of receipt of queries (if any) from the Applicants by email</b>	<b><i>Before 17.00 Hrs (IST) on 12<sup>th</sup> February 2014</i></b>
<b>Date of uploading clarifications to applicants' queries</b>	<b>14<sup>th</sup> February 2014</b>
<b>Due date for Receipt of Bids</b>	<b>15:00 Hrs (IST) on 17<sup>th</sup> February 2014. at Agra.</b>
<b>Date and Time of Opening Bids (Outer Envelope &amp; Envelope-1)</b>	<b>14:00 Hrs (IST) on 18<sup>th</sup> February 2014 at UPSIDC Ltd., H.O. Kanpur</b>
<b>Opening of Envelope II (Financial Proposal)</b>	<b>Will be intimated to the qualified Applicants</b>
<b>Cost of the RFP Document (DD should be drawn in favour of UPSIDC Ltd. payable at Kanpur.</b>	<b>Rs.10,000/- ( Non Refundable)</b>

**DISCLAIMER**

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants (Firms), whether verbally or in documentary or any other form by or on behalf of Uttar Pradesh State Industrial Development Corporation Limited (herein after referred to as UPSIDC/ The Authority) or any of its employees, 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 or an offer by the Authority 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 & submission of their Proposals pursuant to this RFP.
3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
4. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees 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. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Authority and its employees/ advisors 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.
6. The Authority 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.
7. The Authority 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.
8. The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

# **1. LETTER OF INVITATION**

## 1. LETTER OF INVITATION

To

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**Dear Sir/ Madam,**

- 1.1 Uttar Pradesh State Industrial Development Corporation Limited (UPSIDC) intends to procure Transaction Advisory consultants to support UPSIDC in *Development of Theme Park at Agra on Public Private Partnership*. More details on the services required are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP)
- 1.2 Proposal submissions must be received not later than the due date specified in the “**Schedule of Tender Process**” in the manner specified in the RFP document at the address given below.

**Regional Manager  
UPSIDC,  
Regional Office,  
Admn Bldg. EPIP,  
Shastri Puram, Agra - 7  
Uttar Pradesh**

- 1.3 This RFP has following sections:

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section – 5	Terms of Reference
Section – 6	Formats for Proposal Submission (Annexures)

- 1.4 The consultant firm for providing its services will be selected under Quality & Cost Based Selection (QCBS) method as described in this RFP. The Technical Proposals would be evaluated based on the qualification criteria set forth in the RFP. Financial Proposals (Price Bids) of only those firms, whose Technical Proposals qualify, will be opened and evaluated.

**RFP for selection of Consultant for the Development of Theme Park at Agra on PPP**

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- 1.5 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorised representative of the applicant must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.6 UPSIDC shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. UPSIDC reserves the rights to cancel, terminate, change or modify this procurement /Proposal Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 1.7 The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the firms to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their submitted proposals.

Date: \_\_\_\_\_

For Uttar Pradesh State Industrial Development Corporation Limited,

**Regional Manager, UPSIDC, Agra**

Seal of Office

## **2. INSTRUCTIONS TO APPLICANTS**



## **2. INSTRUCTIONS TO APPLICANTS**

- 2.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.
- 2.2 Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Consultancy are specified in this RFP. The applicant firm possessing the requisite experience and capabilities required for undertaking the Consultancy are only invited to participate in the Selection Process individually (the "Sole Firm") and no consortium or Joint Venture (J.V.) is allowed.
- 2.3 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats / annexures provided.
- 2.4 No Applicant or its Associate shall submit more than one Application for the Consultancy.
- 2.5 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.6 UPSIDC reserves the right to terminate a firm's participation in the tender process at any time, should UPSIDC consider that a firm has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.7 It shall be deemed that by submitting the Proposal, the Applicant has:
  - a. made a complete and careful examination of the RFP;
  - b. received all relevant information requested from the Authority;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in the RFP;
  - d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e. acknowledged that it does not have a Conflict of Interest; and
  - f. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.8 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.9 The Proposal of a firm shall be liable for disqualification in the event of the following:
  - a. If the firm refuses to accept the correction of errors in its proposal, (or)
  - b. If the Firm submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by UPSIDC.

## **2.10 QUERIES AND CLARIFICATIONS**

The applicants are requested to study this entire tender document in detail. If the applicants have any queries on the RFP or on the proposed project, they may submit such queries to UPSIDC by email [rmupsidcagra@gmail.com](mailto:rmupsidcagra@gmail.com) on or before the date specified in the “**Schedule of Tender Process**”. Clarifications for all such queries received within the date specified would be provided by UPSIDC at least three working days before the due date and time of tender submission date. All such queries received and UPSIDC clarifications shall be uploaded only on [upsidc.com](http://upsidc.com) website without identifying the names of the firms.

## **2.11 AMENDMENT TO RFP**

- a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum/ Amendment.
- b. In order to provide the Applicants with reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.
- c. The above changes & amendments, if any, will be notified only in our website i.e. [www.upsidc.com](http://www.upsidc.com)

## **2.12 CONFLICT OF INTEREST**

- a. The Authority expects that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- b. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.
- c. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. a constituent of such Applicant is also a constituent of another Applicant; (or)
  - ii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; (or)
  - iii. such Applicant has the same legal representative for purposes of this Application as any other Applicant; (or)
  - iv. if a firm is engaged by the Authority to provide goods or works or services and if the Associate/s of such firm is engaged for providing consulting services for the same project and vice versa.

# **3. DATA SHEET**

### 3. DATA SHEET

S.No.	Key Information	Details
<b>RFP Details</b>		
1.	<b>Project</b>	<b>Transaction Advisory Services for Development of Theme park at Agra on Public private Partnership</b>
2.	<b>Authority</b>	Uttar Pradesh State Industrial Development Corporation Limited (UPSIDC)
3.	<b>Project Site Details</b>	<u>Site Village – Rahankala and Raipur in District Agra measuring about 1000 acres</u>
<b>Proposal Conditions and Evaluation</b>		
4.	<b>Proposal Validity</b>	180 days from the Proposal Due Date (PDD)
5.	<b>Minimum Eligibility Criteria</b>	<b>Average annual turnover of <u>Rs. 50 Crores for the past three years</u> in advisory and related areas as per the audited balance sheets and as Certified by Chartered Accountant. (Annexure A)</b>
6.	<b>Proposal Evaluation</b>	<ul style="list-style-type: none"> <li>• Technical and Financial Evaluation of applicants that meets the minimum eligibility criteria will only be undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further tender evaluation process.</li> <li>• Technical Evaluation: Minimum score required for technical qualification is 70 marks (max. marks = 100).</li> <li>• Financial Evaluation: Price bids of technically qualified firms will only be opened. Lowest Price Quote will be awarded 100 marks and remaining proposals will be marked proportionately in reference to lowest quote.</li> <li>• Combined Evaluation (Technical &amp; Financial): Quality and Cost Based System (QCBS) evaluation criteria in the ratio of 80: 20 (80% technical and 20% financial weightage) as detailed in RFP.</li> </ul>
7.	<b>Criteria for selection of Consultant</b>	<ul style="list-style-type: none"> <li>• The sole criterion for selection of TA consultant is the combined highest score of technical and financial proposals in the ratio of 80:20.</li> </ul>

<b>S.No.</b>	<b>Key Information</b>	<b>Details</b>
<b>Proposal Submissions</b>		
8.	<b>Outer Envelope</b>	<ul style="list-style-type: none"><li>• Envelope 1 &amp; Envelope 2 as detailed in section 4</li><li>• Minimum Eligibility Criteria ~ Annexure A</li></ul>
9.	<b>Envelope 1: Technical Proposal</b>	<ul style="list-style-type: none"><li>• Signed RFP document</li><li>• Checklist of Submissions ~ Annexure 1</li><li>• Covering Letter ~ Annexure 2</li><li>• Similar Experience ~ Annexure 3</li><li>• Team Composition as required by RFP ~ Annexure 4</li></ul>
10.	<b>Envelope 2: Price Proposal</b>	The Applicants shall be required to submit their Price Proposals in the format (Annexure 5) as provided in the RFP duly filled and signed.

## **4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS**

## **4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS**

### **4.1 GENERAL**

- a. The firms shall bear all costs associated with the preparation and submission of its proposal, including any site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The authority shall not be responsible or liable for any such costs incurred.
- b. The firms should submit their proposals individually and consortium is not allowed.
- c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- d. All communication and information shall be provided in writing and in English language only.
- e. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

### **4.2 PREPARATION AND SUBMISSION OF PROPOSALS**

- a. The Proposals shall be prepared in separate envelopes as under.
  - i. OUTER ENVELOPE: Annexure A, Envelope I and Envelope II
  - ii. ENVELOPE I: Technical Proposal
  - iii. ENVELOPE II: Price Proposal
- b. Annexure-A, Envelopes I and II shall be sealed, signed and placed in the Outer Envelope. The Outer Envelope, containing the said two envelopes (envelopes I & II) along with Annexure A as per Data Sheet shall be properly signed, stamped, sealed and submitted.

*Outer Envelope shall be sealed, labelled as "PROPOSAL FOR SELECTION OF CONSULTANT FOR THE DEVELOPMENT OF THEME PARK AT AGRA ON PUBLIC PRIVATE PARTNERSHIP"*

#### **4.3 SUBMISSIONS IN ENVELOPE I (TECHNICAL PROPOSAL)**

The Envelope I shall contain the following documents.

- a. Signed RFP document
- b. Checklist of Submissions as per **Annexure 1**
- c. Covering Letter as per **Annexure 2**
- d. **Experience of The Applicant:** Details of experience of the firm in TA services in development of Public Private Partnership (PPP) Infrastructure Projects such as that in social sector, manufacturing/ services sector, experience of designing area development projects with focus on tourism etc shall be submitted in the format enclosed as **Annexure 3<sup>1</sup>**.
- e. **Team Composition:** Details of key personnel for engagement in this assignment in the format enclosed as **Annexure 4**. The proposed team shall be the existing employees of bidding firm at least for the last three years from the date of proposal submission.

*Envelope I (Technical Proposal) shall be sealed, labelled as "TECHNICAL PROPOSAL FOR SELECTION OF CONSULTANT FOR THE DEVELOPMENT OF THEME PARK AT AGRA ON PUBLIC PRIVATE PARTNERSHIP".*

#### **4.4 SUBMISSIONS IN ENVELOPE II (FINANCIAL PROPOSAL)**

The financial proposal shall contain the professional fee (price quote) of the firm in Indian Rupees that is inclusive of transport, printing and stationery and all other expenses except service tax. The financial proposal shall be submitted in the format enclosed as **Annexure 5**.

~~*Envelope II (Financial Proposal) shall be sealed, labelled as "FINANCIAL PROPOSAL FOR SELECTION OF CONSULTANT FOR THE DEVELOPMENT OF THEME PARK AT AGRA ON PUBLIC PRIVATE PARTNERSHIP".*~~

#### **4.5 SIGNING OF PROPOSALS**

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the firm. They should also sign & stamp each page of the RFP & return the same along with proposal to UPSIDC. Power of Attorney shall be enclosed as proof of Authorization

#### **4.6 OPENING OF PROPOSALS**

Proposals received by the due date and time and in sealed condition will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.

- a. Firms that submitted the proposals will be duly intimated with the date, time and venue for

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<sup>1</sup> No project shall be repeated under different categories for claiming experience



opening the proposals received as above. Authorised representatives of the participating firms are requested to be present during proposal opening.

- b. The details of the authorised representatives (who choose to attend) present will be recorded.
- c. Name of the firms that submitted the proposals will be read aloud in the presence of firm's representatives and will be recorded.
- d. Each proposal will be given a number in the ascending order and will be recorded against total number of proposals. For instance, if the total number of proposals received is five, the first proposal will be recorded as 1/5, the second as 2/5 and so on.

#### **4.7 OPENING AND EVALUATION OF OUTER ENVELOPE**

- a. Outer Envelope shall be opened and checked for the following and will be recorded accordingly.
  - i. Annexure A as per Data Sheet (Minimum Eligibility Criteria) along with supporting documents.
  - ii. Sealed Envelope I (Technical Cover).
  - iii. Sealed Envelope II (Financial Cover) ~ sealed and stamped
- b. Evaluation of the proposal shall be undertaken only if all the documents in outer envelope are submitted as above.
- c. Annexure A and supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet (Average Annual Turnover of Rs. 50 Crores from advisory and related businesses in the past three years as per the audited balance sheets) in terms with this RFP.
- d. Proposals meeting the minimum eligibility criteria will only be considered for further evaluation of the Proposals.
- e. Applicants not meeting the minimum eligibility criteria as above are deemed to be disqualified and will be barred from further evaluation of their tender. No correspondence or representation will be entertained and UPSIDC's decision will be final in this regard.

#### **4.8 OPENING AND EVALUATION OF ENVELOPE I (TECHNICAL PROPOSAL)**

- a. Evaluation of Technical Proposal will be taken up only if the applicant meets the minimum eligibility criteria as mentioned in the data sheet.
- b. The Envelope I of the eligible proposals will be opened in the ascending order (1/5, 2/5, etc.) and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. UPSIDC shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in

any other format other than the prescribed.

c. Maximum marks under Technical proposal are 100, with the following breakup.

- i. Experience of the Applicant along with a brief organisation profile: **30 marks**
- ii. Team Composition : **50 marks**
- iii. Approach & Methodology : **20 marks**

d. The technical proposals will be marked based on the following evaluation criteria.

i. With reference to Firm's Experience, marking will commensurate with experience in number of completed Projects.

- Firms empanelled with Gol/ GoUP as transaction advisors will get five (5) marks
- TA Services for Infrastructure Projects in India/ world : Each Project will carry five (5) marks subject to a maximum of ten (10) marks
- Experience in conceptualisation & planning of large area development projects with focus on social and physical infrastructure especially tourism/ eco- tourism related. Each Project will carry five (5) marks subject to a maximum of ten (10) marks
- Experience in Project/ programme management to Central Government/ State Governments and/or their agencies. Each Project will carry five (5) marks subject to a maximum of ten (10) marks

*Experience from Government Projects<sup>2</sup> will only be considered. No project shall be repeated under different categories mentioned above. Marks will not be provided for a repeated project under any category,*

ii. The team composition (key experts) mentioned in Terms of Reference (TOR) of this RFP (along with minimum experience) will only be considered for marking under clause (4.8, c-ii) above. All key experts mentioned in TOR are allocated maximum ten (10) marks each. Each team member will be eligible for marking (as below) only if each of them:

- fulfills the minimum number of years of experience & qualification as stipulated in section 5.4 of the TOR,
- atleast 3out of the 5 experts ( including team leader) must be existing employees of the bidding firm for a minimum of three (3) years from the Proposal Due Date (PDD),

**Expert evaluation criteria:** A total of ten marks are allocated to each of the team members including team leader. Two (2) marks will be awarded for each

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<sup>2</sup> *Definition of Government Projects: All such Projects where the Project Authority is Central or State Or Local Governments or Public Sector Units (PSUs) promoted by Central or State or Local Governments or Statutory Organisations/ Authorities created by Central/State/ Local Governments*

relevant project experience (irrespective of the sectors), subject to a maximum of ten (10) marks.

- iii. Applicants are also required to submit a maximum 5 (A4) pages on the approach and methodology to develop a theme park at Agra. Elaboration on the concept of the theme park and the marketing strategy for the successful selection of private developer/ strategic partner should be the main focus.
- iv. The technical proposals shall be evaluated by UPSIDC and marks will be awarded based on the stipulations as per clause 4.8 (d) detailed above.

UPSIDC's decision is final and no negotiations/ clarifications/ queries/ etc. Shall be entertained in this regard.

#### **4.9 OPENING AND EVALUATION OF ENVELOPE II (FINANCIAL PROPOSAL)**

- a. The Envelope II of those Firms that score a minimum of seventy (70) marks in the technical proposal (Envelope I) will only be opened.
- b. The price proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Price Proposal, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such firm will be eliminated from further evaluation process.
- c. Requirements for Substantial Compliance: Prior to the detailed evaluation of the Price Proposal, it would be determined whether each Price Proposal:
  - i. Has been properly signed and contains the required representations or commitments;
  - ii. Is presented in a manner that conforms with the requirements of the RFP including the specified format;
- d. Material Deviation: A material deviation or reservation is one
  - i. Which affects in any substantial way the requirements of the RFP and performance of the Project; or
  - ii. Which is substantially inconsistent with the requirements of the RFP.
  - iii. Whose rectification would affect unfairly the competitive provision of other competing firms presenting substantially responsive proposals.
- e. Evaluation: The financial proposal that has the lowest quote (L1) among all the financial proposals opened shall be given one hundred (100) marks. The remaining price quotes (L2, L3, L4, etc.) will be marked in reference to L1. For Example, if L1's quote is Rs. 'X' lakhs and L2 quote is 'Y' lakhs, then  $L1 = 100$  marks and  $L2 = X/Y * 100$  marks).

#### **4.10 COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS UNDER QCBS**

This is the final stage of proposal evaluation. As per the predefined QCBS evaluation criteria, 80% weightage will be given to technical score and 20% to the financial score. Accordingly, 80% of the technical marks and 20% of the financial marks will be combined/ summed up to arrive at the final marking. For example, if the technical score of a particular firm is 80 marks and financial score is 90 marks, then the combined technical and financial score in the ratio of 80:20 will be as computed below.

- 80 percent of technical score =  $0.8 * 80 = 64$  marks
  - 20 percent of financial score =  $0.2 * 90 = 18$  marks
- 
- |                               |                   |
|-------------------------------|-------------------|
| • <b>Total combined score</b> | <b>= 82 marks</b> |
|-------------------------------|-------------------|
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#### **4.11 CRITERIA FOR SELECTION OF TA CONSULTANT**

The sole criterion for selection of the TA consultant is the highest combined technical and financial scores in the ratio of 80:20 respectively (80% technical score and 20% financial score). In the event of more than one firm scoring the same highest marks, UPSIDC may call those firms (limited to only such firms) for negotiation/ resubmission of the financial proposal. In such a case, firm that offers the lowest price quote will be the selected TA consultant.

## **5. TERMS OF REFERENCE**

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### **5.1 BACKGROUND**

In 2011-12, Uttar Pradesh ranked first in domestic tourists inflow ( 155 million visitors) and ranked fourth in inbound tourists ( 1.8 million). However these figures are far from the potential which tourism destinations like Agra hold. Agra is a unique district with the distinction of hosting three World Heritage Sites i.e. Taj Mahal, Agra Fort and Buland Darwaza. About 35% of the foreign tourists visit India only to see Taj Mahal, which is one of the eight wonders of the world. However, the majority of tourists visiting Agra do not stay for long. Hence Government of Uttar Pradesh is working on a strategy to develop attractions to increase the average stay of tourists visiting Agra. It is with this objective that UPSIDC has been appointed the nodal agency to develop a theme park near Taj Mahal. This theme park besides providing entertainment and fun options, would also capture the rich cultural and historic heritage of the city. The theme park is proposed to be developed in village Rahankala, District Agra in 1000 acres. UPSIDC shall set up a Special Purpose Vehicle (SPV) for the project and shall implement the project in a PPP mode.

### **5.2 OBJECTIVE**

The objective of this TA consultancy is handholding UPSIDC in transparent & competitive selection of private developer/ strategic partners for the development of a world class theme park at Agra.

### **5.3 SCOPE OF SERVICES**

The Broad scope of this consultancy is

- a. Identifying new & innovative activities within the project area and preparing a broad Project Information Memorandum (PIM).
  - Review available literature, develop concept and identify broad project components and corresponding area requirements and broad estimates.
  - Study the relevant guidelines, schemes of Gol and/or GoUP for their applicability for the proposed project and also identify any subsidies/ grants, etc. available.
  - Develop approach and methodology along with proposed timelines (based on the initial assessment) to undertake the project development till developer selection
  - Undertake a due diligence on land title by examining & verifying all rules and regulations, government orders, land transfer history, judgments, pending/ongoing cases in the courts, documents related to encroachments (if any), etc. Accordingly recommend action plan before going for tenders.
  - Development Controls: Examine applicable guidelines (including environment related), study development controls and building regulations, etc, to arrive at the quantum of buildable space and accordingly advise UPSIDC any required land use changes/special permissions for development of the project.
  
- b. Bid process management for transparent Selection of developer:
  - Preparation of RFP/ Bid document (including draft concession agreement) based on the finalized project structure for developing the projects on PPP mode.

- Bid Process Management including pre bid meeting/s, project marketing for better response including coordinating site visits for the prospective bidders, evaluation of bids, facilitation in issue of Letter of Intent (LoI) and agreement signing with preferred bidder, etc.
  - Preparation of RFP/ Bid document (including draft concession agreement) for Independent Engineer for availing its services during construction period for monitoring the project during post agreement and pre-operations (project construction) period.
  - Preparation of RFP/ Bid document (including draft concession agreement) for Project Administration for monitoring during the O&M period of the project i.e. after the construction period till the end of concession period.
  - Outlining the action to be taken by the Project Administration and UPSIDC for the smooth transfer from the developer after the concession period and for smooth functioning of the project thereafter.
- c. Providing advisory and project management services to UPSIDC from time to time on all matters related to the above. The period of consultancy is initially for 4 years. It can be extended based on the need and performance of the consultants on mutually agreed terms and conditions.
- Provide requisite coordination support during the project construction period
  - Advice UPSIDC in accordance with the model PPP documents of Planning Commission, Government of India, including any other applicable guidelines of GoI and GoUP.
  - To protect the interests of UPSIDC and specifically address the concerns based on the experiences from the auditing by Comptroller and Auditor General (CAG), etc on similar PPP and other such projects.
  - Monitoring fulfillment of developer's obligations during conditions precedent and construction period.
  - Facilitate in fulfilling UPSIDC's conditions precedent
  - Liaison among UPSIDC, Developer and Independent Engineer to ensure smooth project implementation in a time bound manner during construction period as per the concession agreement.
  - Assisting UPSIDC in resolving any issues with the Concessionaire or the Independent Engineer
  - Examine the Independent Engineer's Review report on the Detailed Project Report submitted by Developer/ Concessionaire.
  - Quarterly Review of the Independent Engineer's performance against milestones including certification on completion of Minimum Project Facilities (as per RFP)
  - Assist UPSIDC in appointing Project Administrator before completion of project construction for the balance concession period.
  - Assist UPSIDC during concession period, as may be required, on mutually agreed terms.

#### **5.16 TEAM COMPOSITION**

The consultant's team engaged in this assignment shall comprise of the following key personnel. Each of the key personnel shall have prior experience delivering the expected output. ..

<b>S.No.</b>	<b>Key Personnel</b>	<b>Minimum Experience (no. of years)</b>	<b>Educational qualifications</b>
1	Team Leader	15	Post Graduate (Civil engineering/ Planning)
2	Legal Expert	10	Graduate in Law or Equivalent
3	PPP Expert	10	Post Graduate degree in relevant subject such as management/ economics/ finance etc
4	Financial Expert	10	MBA (Finance)/ CA or equivalent
5	Architect / Planner	10	Masters degree in Architecture / Planning

#### **5.17 PAYMENTS TO CONSULTANT**

- A) Professional Fee:** as quoted by the selected TA consultant plus service tax shall be paid by UPSIDC. The quote shall be inclusive of all costs associated to the assignment and no reimbursements are accepted.



**5.18 DELIVERABLES, TIME LINES**

**5.18.1:** The schedule for the important proposed deliverables shall be as below:

<b>SL. NO</b>	<b>DELIVERABLES</b>	<b>TIME LINE</b>
1	Preparation of PIM	To be fixed by the corporation
2	Draft bid documents ( EoI/ RFQ/ RFP, standard agreements etc)	
3	Bid process management	
4	Signing of concession agreement	
5	Project management/ advisory services	

**5.18.2 Deliverables, Time Lines and Payment Schedule:**

The **payment schedule** of project shall be as below.

<b>S.no.</b>	<b>Deliverable</b>	<b>Payment (% of Success fees)</b>
1	Advance upon signing of agreement ( against bank guarantee)	20%
2	Signing of Concessionaire Agreement	20%
3	Approval of DPR of the Concessionaire	10%
4	Selection of Independent Engineer	10%
5	Report on DPR review by Independent Engineer	15%
6	Completion of the Project / Date of Commencement Of Operations	25%
<b>TOTAL</b>		<b>100%</b>

**5.19** UPSIDC will appoint a single point of contact / Nodal Officer for operation of this consultancy services for this purpose.

## **6. FORMATS FOR SUBMISSION OF PROPOSAL (Annexures)**

**ANNEXURE A (OUTER ENVELOPE)**

**FORMAT FOR FINANCIAL SUMMARY DATA**

**TURNOVER RELATED DATA** (All figures in INR Crore)

Description	Past three Financial Years		
	2012-13	2011-12	2010-11
Revenue from advisory and related services			
(add) Other Revenue			
<b>Total Turnover</b>			
<b>Net Worth</b>			

Financial Year: 1st April to 31<sup>st</sup> March or the particular accounting year followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover & Net worth data should be certified by a practising Chartered Accountant.

COMPANY SEAL

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
COMPANY \_\_\_\_\_  
DATE \_\_\_\_\_

**Signature of the Chartered Account  
with name & registration number**

**Annexure 1**

**Format for**

**CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II**

<b>SNo.</b>	<b>Enclosures to the Proposal</b>	<b>Status (Submitted / Not Submitted)</b>	<b>Remarks</b>
1.	Signed RFP document		
2.	Covering Letter (Annexure 2)		
3.	Experience Details (Annexure 3)		
4.	Team Composition (Annexure 4)		
5.	Approach & Methodology (Annexure 5)		
6.	Financial Proposal (Annexure 6)		

**Format for**

**COVERING LETTER (LETTER OF PROPOSAL)**

(On Applicant's Letter Head)

To,

Date:

**Regional Manager  
UPSIDC,  
Regional Office,  
Admn Bldg. EPIP,  
Shastri Puram, Agra - 7  
Uttar Pradesh**

Sub: Appointment of Transaction Advisory Consultancy Services to support UPSIDC for Development of Theme Park at Agra on Public Private Partnership.

With reference to your RFP Document dated -----, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant (the "Consultant") for the subject project. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I / We do not have any conflict of interest as mentioned in the RFP Document;
- (c) 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 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; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP document.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority (and/ or the Government of India) in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the PDD specified in the RFP.
14. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.
15. I/We have studied RFP and all other documents carefully. We understand that 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 Selection Process including the award of Consultancy.

16. The Technical and Financial Proposals are being submitted in separate covers along with Annexure-A to prove our financial details. The contents provided in Annexure-A, Envelopes I & II shall constitute the Application which shall be binding on us.

17. 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 authorized signatory)

(Name and seal of the Applicant)

## Format for Applicant's Experience

### DETAILS OF EMPANELMENT WITH GoI/ GoUP

	Name of the GoI/ GoUP ministry/ agency with which applicant is empanelled	Nature of empanelment and areas of operation	Document Enclosed as Proof of Experience*
1			

### TA EXPERIENCE IN INFRASTRUCTURE PPP PROJECTS

S#	Name of Project	Client Details	Project Location	Project Cost (Rs. Mn)	Document Enclosed as Proof of Experience*
1					

### EXPERIENCE IN CONCEPTUALISING LARGE AREA DEVELOPMENT PROJECTS

S#	Name of Project	Client Details	Project Location	Project Cost (Rs. Mn)	Document Enclosed as Proof of Experience*
1					

### EXPERIENCE IN PROJECT MANAGEMENT TO GOVERNMENT

S#	Name of Project	Client Details	Project Location	Project Cost (Rs. Mn)	Document Enclosed as Proof of Experience*
1					

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Notes:

**\* The claimed experience shall be supported by project completion certificates issued by the clients towards documentary evidence. Only completed projects will be considered for evaluation.**



Format for

**TEAM COMPOSITION ~ DETAILS OF KEY EXPERT**

1 Proposed Position of Key Expert:

2 Name :

3 Date of Birth:

4 Nationality:

5 Key Expertise:

6 Proposed Role/ Responsibilities:

7 Educational Qualifications (including Year of Completion):

8 No. of Years of Professional Experience:

Organisation	Designation	Period starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years Months)

9 TA Experience in infrastructure projects:

Year of Completion	Project Name	Project Cost (Rs. Mn)	Project Components	Client	Role of Key Expert

10 Experience in designing/ conceptualising area development projects:

Year of Completion	Project Name	Project Cost (Rs. Mn)	Client	Role of Key Expert

11 Experience in project/ programme management:

Year of Completion	Project Name	Project Cost (Rs. Mn)	Client	Role of Key Expert

**Certification:**

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Key Expert /Authorised Signatory)

Place-----

**Note:**

1. The Key personnel's profile shall be restricted to above details only.
2. Use separate form for each Key Personnel

**Annexure 5**

Format for  
**FINANCIAL PROPOSAL**

*[On the Letter head of the Firm]*

**Date:**

**Regional Manager  
UPSIDC,  
Regional Office,  
Admn Bldg. EPIP,  
Shastri Puram, Agra - 7  
Uttar Pradesh**

***Sub: Financial Proposal for providing Transaction Advisory Consultancy Services to support UPSIDC for Development of Theme Park at Agra with Public Private Partnership.***

**Sir:**

As a part of the Proposal for providing consultancy services for the subject Project, we hereby submit the following Professional Fee quotation to the Uttar Pradesh State Industrial Development Corporation Limited.

We quote Rupees \_\_\_\_\_ (Rupees in words followed by Rs. in figures in brackets) plus applicable service tax towards our Professional fee to be paid as per payment schedule specified in the RFP.

We abide by the above quote, terms and conditions of the RFP, if UPSIDC selects us as the TA consultant for this particular project.

We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.

We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

***Yours faithfully,***

\_\_\_\_\_  
***(Signature of Authorised Signatory)  
(Name, Title, Address, Date)***

***Note: The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the firm's proposal***