

Corrigendum – 5

| S. No. | Clause/Reference | Existing Clause | Revised Clause |
|--------|------------------|--|---|
| 1. | - | - | <p>Wherever appearing in the bidding document and e-tendering instructions, the provisions relating to Document fee / cost of RFP document shall stand revised to/ substituted as follows :</p> <p>Document fee / cost of RFP document shall be Rs. 25000/- (Rupees twenty five thousand only) instead of Rs. 50000/- (Rupees fifty thousand only).</p> |
| 2. | - | - | <p>Wherever appearing in the bidding document and e-tendering instructions, the provisions relating to Earnest Money Deposit (EMD) shall stand revised to/ substituted as follows :</p> <p>1. EMD shall be Rs. 5 Lakh (Rupees five lakh only) instead of Rs. 10 Lakh (Rupees ten lakh only);</p> <p>2. The Applicants, instead of furnishing EMD by way of online transfer, shall now be allowed to furnish EMD by way of an unconditional and irrevocable Bank Guarantee from a scheduled bank (payable at Panchkula) in favor of Haryana State Agricultural Marketing Board. Bank guarantee format (Appendix-III Bank Guarantee for EMD) is provided at the end of this Corrigendum. The said Bank Guarantee shall be valid for a period of 180 days excluding claim period of 60 days.</p> |
| 3. | 2.2.2 (A) | <p>...(iii) at least 1 (one) Eligible Assignment as specified in Clause 3.1.4 (iii);</p> <p>(iv) at least 1 (one) Eligible Assignment as specified in Clause 3.1.4 (iv); and</p> <p>(v) at least 1 (one) Eligible Assignment as specified in Clause 3.1.4 (v).</p> | <p>...(iii) at least 1 (one) Eligible Assignment as specified in Clause 3.1.4 (iii) and</p> <p>(iv) at least 1 (one) Eligible Assignment as specified in Clause 3.1.4 (iv).</p> |

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| 4. | 2.2.2 (D) | Whereas for Phase I, Phase IIA and Phase IIB of the Consultancy as specified in the TOR (Schedule-I), the PMA shall be obligated to deploy all the above mentioned Key Personnel on full time basis for the entire period of 4 (four) months & 3 (three) weeks (aggregate of Timelines for these Phases). However, HSAMB understands that for Phase IIC, Phase IID and Phase IIE, all the Key Personnel may not be required to be deployed on a full time basis by the selected PMA. Hence, the Applicant, in its Technical Presentation, will showcase to HSAMB the minimal team of Key Personnel that would be required by it during the said 3 (three) Phases if selected as PMA, so as to ensure effective monitoring and timely completion of work under Phase IIC, Phase IID and Phase IIE of the Consultancy. HSAMB will evaluate the Proposals submitted by the Applicants considering the composition and constitution of team of Key Personnel proposed/ showcased by the Applicants during the Technical Presentation for carrying out the deliverables under Phase IIC, Phase IID and Phase IIE. | Whereas for Phase I, Phase IIA and Phase IIB of the Consultancy as specified in the TOR (Schedule-I), the PMA shall be obligated to deploy all the above mentioned Key Personnel on full time basis for the entire period of 4 (four) months & 3 (three) weeks (aggregate of Timelines for these Phases). However, HSAMB understands that for Phase IIC and Phase IID, all the Key Personnel may not be required to be deployed on a full time basis by the selected PMA. Hence, the Applicant, in its Technical Presentation, will showcase to HSAMB the minimal team of Key Personnel that would be required by it during the said 2 (two) Phases if selected as PMA, so as to ensure effective monitoring and timely completion of work under Phase IIC and Phase IID of the Consultancy. HSAMB will evaluate the Proposals submitted by the Applicants considering the composition and constitution of team of Key Personnel proposed/ showcased by the Applicants during the Technical Presentation for carrying out the deliverables under Phase IIC and Phase IID. |
| 5. | 2.14.2 | (a) the EMD is provided to HSAMB through RTGS/ NEFT and their UTR Number obtained from the concerned Bank; | (a) the EMD Bank Guarantee is provided in favour of Haryana State Agricultural Marketing Board in form of unconditional and irrevocable Bank Guarantee payable at Panchkula. |
| 6. | 2.14.10 - Physical Technical Envelope | (d) Proof of depositing the EMD of Rs. 10.00 lakh (Rupees ten lakh only) through RTGS/NEFT to “Haryana State Agricultural Marketing Board”; | (d) Original Bank Guarantee towards EMD of Rs.5 lakh in a separate envelope marked “Unconditional and Irrevocable EMD Bank Guarantee”. |
| 7. | 2.14.11 | (b) Proof of depositing the EMD of Rs. 10.00 lakh (Rupees ten lakh only) through RTGS/NEFT to “Haryana State Agricultural Marketing Board”; | (b) Scanned copy of the original EMD Bank Guarantee of Rs 5 lakh in favour of Haryana State Agricultural Marketing Board uploaded in pdf or jpg format. |
| 8. | 2.14.12 | Technical Presentation All Applicants as a part of their Technical Proposal submission | Technical Presentation All Applicants as a part of their Technical Proposal submission in |

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| | | <p>in pursuance to this RFP, shall be essentially required to make presentations of upto 30 minutes, before opening of Financial Proposals, to demonstrate their credentials before the concerned officials of HSAMB, covering the following aspects : (a) Applicant's Introduction, major clients and its Consultancy Experience; (b) Key Personnel; (c) Methodology & Approach and Work Programme to execute the project as per the RFP/ TOR, (d) networking capacity of the Applicant to be demonstrated by way of having obtained clearances in respect of Wholesale Market Terminal/ Terminal Market Complex / Mega Food Park / Agri-business projects of its clients; (e) Understanding & appreciation of the Trends in the agri market and agri market development nationally and internationally; and (f) showcase the minimal team of Key Personnel that would be required by it during Phase IIC, Phase IID and Phase IIE of the Consultancy. The Applicants shall also submit 3 (three) number hard copies during presentation. Based upon the quality of submissions/ presentation made, the Applicants shall be allotted marks which shall form part of the technical score. The time and venue for the presentation shall be intimated to the Applicants by HSAMB in due course.</p> | <p>pursuance to this RFP, shall be essentially required to make presentations of upto 30 minutes, before opening of Financial Proposals, to demonstrate their credentials before the concerned officials of HSAMB, covering the following aspects : (a) Applicant's Introduction, major clients and its Consultancy Experience; (b) Key Personnel; (c) Methodology & Approach and Work Programme to execute the project as per the RFP/ TOR, (d) networking capacity of the Applicant to be demonstrated by way of having obtained clearances in respect of Wholesale Market Terminal/ Terminal Market Complex / Mega Food Park / Agri-business projects of its clients; (e) Understanding & appreciation of the Trends in the agri market and agri market development nationally and internationally; and (f) showcase the minimal team of Key Personnel that would be required by it during Phase IIC and Phase IID of the Consultancy. The Applicants shall also submit 3 (three) number hard copies during presentation. Based upon the quality of submissions/ presentation made, the Applicants shall be allotted marks which shall form part of the technical score. The time and venue for the presentation shall be intimated to the Applicants by HSAMB in due course</p> |
| 9. | 2.20.1 | <p>The Applicant shall furnish as part of its Proposal, an EMD of Rs. 10,00,000/- (Rupees ten lakh). The said amount of EMD shall be deposited/ transferred online by the Applicant in the account of HSAMB through RTGS/ NEFT in favour of Executive Engineer (E), HSAM Board, Panchkula Account No. 004301031318, IFSC Code – ICIC0000043, MICR Code 160229002 in ICICI Bank at Showroom no. 6, Sec – 11, Panchkula, Haryana, before the time specified in Clause 2.17.1 on Proposal Due Date. The aforesaid amount of EMD shall be returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment in terms of Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its EMD forthwith, but in no case not</p> | <p>The Applicant shall furnish as part of its Proposal, an EMD of Rs. 5,00,000/- (Rupees five lakh). The said amount of EMD shall be furnished by way of an unconditional and irrevocable Bank Guarantee from a scheduled bank (payable at Panchkula) in favor of Haryana State Agricultural Marketing Board as a part of Technical Proposal, before the time specified in Clause 2.17.1 on Proposal Due Date. The aforesaid EMD Bank Guarantee shall be returnable not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment in terms of Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its EMD Bank Guarantee forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's EMD Bank Guarantee shall be</p> |

| | | later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's EMD shall be returned, upon the Applicant providing the Performance Security bank guarantee and signing the Agreement in accordance with the provisions thereof. | | | returned, upon the Applicant providing the Performance Security bank guarantee and signing the Agreement in accordance with the provisions thereof. | | | | | | | | | | | | | | | | | | | | | | |
|-----------|---|---|--------|-----------|--|--|-------------------------------|--|-----------|---------------------------|--|----|---|----|--|--------|-----------|---------------|--|-------------------------------|--|-----------|---------------------------|--|----|---|----|
| 10. | 2.26.2 | HSAMB expects all the Key Personnel to be available during implementation of the Agreement. HSAMB will not consider substitution of Key Personnel except under compelling circumstances beyond the control of the PMA and the concerned Key Personnel. Such substitution shall ordinarily be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of HSAMB. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the PMA. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. However, for avoidance of doubt, the substitution of 2 (two) Key Personnel as specified in the Clauses 2.26.1 & 2.26.2 shall exclude any substitution of Team Leader cum PPP Expert which shall be in accordance with Clause 2.26.3 of this document. | | | HSAMB expects all the Key Personnel to be available during implementation of the Agreement. HSAMB will not consider substitution of Key Personnel except under compelling circumstances beyond the control of the PMA and the concerned Key Personnel. Such substitution shall ordinarily be limited to not more than two Key Personnel (excluding Team Leader cum PPP Expert) subject to equally or better qualified and experienced personnel being provided to the satisfaction of HSAMB. As a condition to such substitution, a sum equal to 1.5% (one point five per cent) of the Agreement Value set forth in clause 6.1.2 of the Agreement shall be deducted from the payments due to the PMA. In the case of a second substitution hereunder, such deduction from the payments due to the PMA, shall be 3% (three per cent) of the Agreement Value set forth in clause 6.1.2 of the Agreement. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. However, for avoidance of doubt, the substitution of 2 (two) Key Personnel as specified in the Clauses 2.26.1 & 2.26.2 shall exclude any substitution of Team Leader cum PPP Expert which shall be in accordance with Clause 2.26.3 of this document. | | | | | | | | | | | | | | | | | | | | | | |
| 11. | 3.1.3 - 1 | <table border="1"> <thead> <tr> <th>S. No.</th> <th>Parameter</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td></td> <td>Qualification Criteria</td> <td></td> </tr> <tr> <td>1.</td> <td>Technical Capacity</td> <td></td> </tr> <tr> <td>a.</td> <td>Preparation of DPR in respect of Wholesale Market Terminal/ Mega Food Park project The Applicant should demonstrate the experience of having successfully</td> <td>32</td> </tr> </tbody> </table> | S. No. | Parameter | Maximum Marks | | Qualification Criteria | | 1. | Technical Capacity | | a. | Preparation of DPR in respect of Wholesale Market Terminal/ Mega Food Park project The Applicant should demonstrate the experience of having successfully | 32 | <table border="1"> <thead> <tr> <th>S. No.</th> <th>Parameter</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td></td> <td>Qualification Criteria</td> <td></td> </tr> <tr> <td>1.</td> <td>Technical Capacity</td> <td></td> </tr> <tr> <td>a.</td> <td>Preparation of DPR in respect of Wholesale Market Terminal/ Mega Food Park project The Applicant should demonstrate the experience of having successfully</td> <td>50</td> </tr> </tbody> </table> | S. No. | Parameter | Maximum Marks | | Qualification Criteria | | 1. | Technical Capacity | | a. | Preparation of DPR in respect of Wholesale Market Terminal/ Mega Food Park project The Applicant should demonstrate the experience of having successfully | 50 |
| S. No. | Parameter | Maximum Marks | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Qualification Criteria | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Technical Capacity | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. | Preparation of DPR in respect of Wholesale Market Terminal/ Mega Food Park project The Applicant should demonstrate the experience of having successfully | 32 | | | | | | | | | | | | | | | | | | | | | | | | | |
| S. No. | Parameter | Maximum Marks | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Qualification Criteria | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Technical Capacity | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. | Preparation of DPR in respect of Wholesale Market Terminal/ Mega Food Park project The Applicant should demonstrate the experience of having successfully | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |

| | | <p>completed the preparation of at least 2 (two) Detailed Project Reports (DPRs) in respect of Wholesale Market Terminals/ Mega Food Park project during the last 10 (ten) years preceding the Proposal Due Date, each having estimated cost of Rs. 50 Crore or more at National or International level. Break-up of marks to be allocated :</p> <table border="1"> <thead> <tr> <th></th> <th>At National level</th> <th>At International level</th> </tr> </thead> <tbody> <tr> <td>For 1 DPR</td> <td>6</td> <td>8</td> </tr> <tr> <td>For 2 DPRs</td> <td>12</td> <td>16</td> </tr> <tr> <td>For 3 DPRs</td> <td>18</td> <td>24</td> </tr> <tr> <td>More than 4 DPRs</td> <td>24</td> <td>32</td> </tr> <tr> <td>Max Marks</td> <td>24</td> <td>32</td> </tr> </tbody> </table> | | At National level | At International level | For 1 DPR | 6 | 8 | For 2 DPRs | 12 | 16 | For 3 DPRs | 18 | 24 | More than 4 DPRs | 24 | 32 | Max Marks | 24 | 32 | | | <p>completed the preparation of at least 2 (two) Detailed Project Reports (DPRs) in respect of Wholesale Market Terminals/ Mega Food Park project during the last 10 (ten) years preceding the Proposal Due Date, each having estimated cost of Rs. 50 Crore or more at National or International level. Break-up of marks to be allocated :</p> <table border="1"> <thead> <tr> <th></th> <th>At National level</th> <th>At International level</th> </tr> </thead> <tbody> <tr> <td>For 1 DPR</td> <td>10</td> <td>15</td> </tr> <tr> <td>For 2 DPRs</td> <td>20</td> <td>30</td> </tr> <tr> <td>For 3 DPRs</td> <td>32</td> <td>40</td> </tr> <tr> <td>More than 4 DPRs</td> <td>38</td> <td>50</td> </tr> <tr> <td>Max Marks</td> <td>38</td> <td>50</td> </tr> </tbody> </table> | | At National level | At International level | For 1 DPR | 10 | 15 | For 2 DPRs | 20 | 30 | For 3 DPRs | 32 | 40 | More than 4 DPRs | 38 | 50 | Max Marks | 38 | 50 | |
|------------------|-------------------|--|---|-------------------|------------------------|---|---|---|------------|----|----|------------|----|----|------------------|----|----|------------------|-----------|-----------|--|--|--|--|-------------------|------------------------|-----------|----|----|------------|----|----|------------|----|----|------------------|----|----|------------------|-----------|-----------|--|
| | At National level | At International level | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For 1 DPR | 6 | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For 2 DPRs | 12 | 16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For 3 DPRs | 18 | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| More than 4 DPRs | 24 | 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Max Marks | 24 | 32 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | At National level | At International level | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For 1 DPR | 10 | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For 2 DPRs | 20 | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| For 3 DPRs | 32 | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| More than 4 DPRs | 38 | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Max Marks | 38 | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | b. | <p>Preparation of DPR in respect of an Infrastructure Project in any sector, structured for being developed in Public Private Partnership (PPP) mode or with substantial Private Sector Participation (PSP)</p> <p>The Applicant should demonstrate the experience of having successfully completed the preparation of at least 1 (one) DPR in respect of an Infrastructure Project in any sector structured for being developed in Public Private Partnership (PPP) mode or with substantial Private</p> | 3 | | b. | <p>Preparation of DPR in respect of an Infrastructure Project in any sector, structured for being developed in Public Private Partnership (PPP) mode or otherwise</p> <p>The Applicant should demonstrate the experience of having successfully completed the preparation of at least 1 (one) DPR in respect of an Infrastructure Project in any sector structured for being developed in Public Private Partnership (PPP) mode or otherwise and having Estimated Cost of Rs. 50 Crore or more</p> | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|--|------------------------|-----------|--|----|---------------|---|--|---------------|---|--|------------------|----------|---|--|--|--|---------------|----|--|------------------------|----|--|------------------|-----------|----|
| | | | Sector Participation (PSP) and having Estimated Cost of Rs. 50 Crore or more during the last 10 (ten) years preceding the Proposal Due Date. | | | during the last 10 (ten) years preceding the Proposal Due Date. | | | | | | | | | | | | | | | | | | | |
| | d. | | <p>Preparation of DPR in respect of Agri Business project</p> <p>The Applicant should demonstrate the experience of having successfully completed the preparation of at least 1 (one) Detailed Project Report (DPR) in respect of Agri Business project during the last 10 (ten) years preceding the Proposal Due Date having estimated cost of Rs. 50 Crore or more.</p> <p>Break-up of marks to be allocated :</p> <table border="1"> <tr> <td></td> <td>For 1 Project</td> <td>3</td> </tr> <tr> <td></td> <td>For 2 or more</td> <td>5</td> </tr> <tr> <td></td> <td>Max Marks</td> <td>5</td> </tr> </table> | | For 1 Project | 3 | | For 2 or more | 5 | | Max Marks | 5 | 5 | | <p>Preparation of DPR in respect of Agri Business project</p> <p>The Applicant should demonstrate the experience of having successfully completed the preparation of at least 1 (one) Detailed Project Report (DPR) in respect of Agri Business project during the last 10 (ten) years preceding the Proposal Due Date having estimated cost of Rs. 50 Crore or more.</p> <p>Break-up of marks to be allocated :</p> <table border="1"> <tr> <td></td> <td>For 1 Project</td> <td>10</td> </tr> <tr> <td></td> <td>For 2 or more Projects</td> <td>15</td> </tr> <tr> <td></td> <td>Max Marks</td> <td>15</td> </tr> </table> | | For 1 Project | 10 | | For 2 or more Projects | 15 | | Max Marks | 15 | 15 |
| | For 1 Project | 3 | | | | | | | | | | | | | | | | | | | | | | | |
| | For 2 or more | 5 | | | | | | | | | | | | | | | | | | | | | | | |
| | Max Marks | 5 | | | | | | | | | | | | | | | | | | | | | | | |
| | For 1 Project | 10 | | | | | | | | | | | | | | | | | | | | | | | |
| | For 2 or more Projects | 15 | | | | | | | | | | | | | | | | | | | | | | | |
| | Max Marks | 15 | | | | | | | | | | | | | | | | | | | | | | | |
| | e. | | <p>Experience of operation and management activities in respect of Wholesale Market Terminal / Terminal Market Complex project.</p> <p>The Applicant should demonstrate the experience of having successfully carried out the operation and management of at least 1 (one) Wholesale Market Terminal project or Terminal Market Complex project.</p> <p>Break-up of marks to be allocated :</p> | 30 | | Deleted | | | | | | | | | | | | | | | | | | | |

| | | For 1 Project | | 20 | | | | | | | |
|-----|----|---|-----|-----------|--|-----------------------------------|-----|--|--|--|--|
| | | For 2 or more Projects | | 30 | | | | | | | |
| | | Max Marks | | 30 | | | | | | | |
| 12. | 2. | Relevant Experience of the Key Personnel | | | | 50 | 2. | Relevant Experience of the Key Personnel | | | |
| | | Key Personnel (Maximum Marks) | | | | | | Key Personnel (Maximum Marks) | | | |
| | | Team Leader cum PPP Expert | (9) | | | Team Leader cum PPP Expert | (9) | | | | |
| | | Agriculture / Horticulture Expert | (7) | | | Agriculture / Horticulture Expert | (7) | | | | |
| | | Architect / Urban Planner | (7) | | | Architect / Urban Planner | (7) | | | | |
| | | Financial Analyst | (3) | | | Financial Analyst | (3) | | | | |
| | | Legal Specialist | (3) | | | Legal Specialist | (3) | | | | |
| | | Structural Expert | (3) | | | Structural Expert | (3) | | | | |
| | | Food Processing Expert | (3) | | | Food Processing Expert | (3) | | | | |
| | | Mechanical Expert | (3) | | | Mechanical Expert | (3) | | | | |
| | | Environment Expert | (3) | | | Environment Expert | (3) | | | | |
| | | IT Expert | (3) | | | IT Expert | (3) | | | | |
| | | Electrical Expert | (3) | | | Electrical Expert | (3) | | | | |
| | | Logistics Expert | (3) | | | Logistics Expert | (3) | | | | |
| | | <i>(80% of the maximum marks for each Key Personnel shall be awarded for the required minimum professional qualifications, experience and number of projects the respective Key Personnel should have worked on. The remaining 20% shall be awarded for additional projects undertaken, relevant higher education (Masters or higher wherever applicable) and additional post qualification experience of respective Key Personnel over and above the minimum eligibility requirements as per clause 2.2.2 (D))</i> | | | | | | <i>(70% of the maximum marks for each Key Personnel shall be awarded for the required minimum professional qualifications, experience and number of projects the respective Key Personnel should have worked on. The remaining 30% shall be awarded for additional projects undertaken, projects undertaken out of India / International Experience, relevant higher education (Masters or higher wherever applicable) and additional post qualification experience of respective Key Personnel over and above the minimum eligibility</i> | | | |

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|-----|---------------------------------------|--------------|--|---|--|---|---|
| | | | | | <i>requirements as per clause 2.2.2 (D))</i> | | |
| 13. | 3.1.3 - 4 | 4. | Technical Presentation | 20 | 4. | Technical Presentation | 20 |
| | | | Presentation for (a) Applicant's Introduction and its Consultancy Experience; (b) Key Personnel; (c) Methodology & Approach and Work Programme to execute the project as per the RFP/ TOR, (d) networking capacity of the Applicant to be demonstrated by way of having obtained clearances in respect of Wholesale Market Terminal/ Terminal Market Complex / Mega Food Park/ Agri-business projects of clients; (e) Understanding & appreciation of the Trends in the agri market and agri market development nationally and internationally and (f) showcase the minimal team of Key Personnel that would be required by it during Phase IIC, Phase IID and Phase IIE of the Consultancy. | | | Presentation for (a) Applicant's Introduction and its Consultancy Experience; (b) Key Personnel; (c) Methodology & Approach and Work Programme to execute the project as per the RFP/ TOR, (d) networking capacity of the Applicant to be demonstrated by way of having obtained clearances in respect of Wholesale Market Terminal/ Terminal Market Complex / Mega Food Park/ Agri-business projects of clients; (e) Understanding & appreciation of the Trends in the agri market and agri market development nationally and internationally and (f) showcase the minimal team of Key Personnel that would be required by it during Phase IIC and Phase IID of the Consultancy. | |
| 14. | 3.1.4 | (v) | successful operation and management of at least 1 (one) Wholesale Market Terminal project or Terminal Market Complex project during the last 10 (ten) years preceding the Proposal Due Date. | | Deleted. | | |
| 15. | Schedule – I Terms of Reference | Phase | Deliverables* | Timelines (On or before) | Phase | Deliverables* | Timelines (On or before) |
| | | Phase I | Review/Validation/Modification/Update of existing DPR, Market Concept, Business Plan and Tentative Master Plan | 2 months | Phase I | Review/Validation/Modification/Update of existing DPR, Market Concept, Business Plan and Tentative Master Plan | 2 months |
| | | | Departmental Approval for modified/updated DPR; preliminary Market Concept, Business Plan and Tentative | 1 week | | Departmental Approval for modified/updated DPR; preliminary Market Concept, Business Plan and Tentative | 1 week |

| | | | | | | | |
|--|------------|---|-------------------|--|------------|--|-------------------|
| | | | Master Plan | | | Master Plan | |
| | Phase II A | Final DPR, Market Concept, Business Plan and Final Master Plan with details of facilities after incorporating the suggestions and changes (Process of Statutory Clearances may be initiated at this stage and be got cleared as per requirements of the Project) | 1 week | | Phase II A | Final DPR, Market Concept, Business Plan and Final Master Plan with details of facilities after incorporating the suggestions and changes (Process of Statutory Clearances may be initiated at this stage and be got cleared as per requirements of the Project) | 1 week |
| | | Government Approval for final DPR, Market Concept, Business Plan and Final Master Plan with details of facilities | 1 week | | | Government Approval for final DPR, Market Concept, Business Plan and Final Master Plan with details of facilities | 1 week |
| | Phase II B | Architectural Drawings, Structural Design, Framing of Estimates, Tender documents | 2 months | | Phase II B | Architectural Drawings, Structural Design, Framing of Estimates, Tender documents | 2 months |
| | Phase II C | Evaluation of Tenders and Selection of Developer / Contractor | 1 month & 3 weeks | | Phase II C | Evaluation of Tenders and Selection of Developer / Contractor | 1 month & 3 weeks |
| | Phase II D | Project Completion – Services / Activities with respect to: (i) Construction by the Developer(s) / Contractor(s) of basic infrastructures, amenities / facilities such as road network, traffic area, water supply, sewerage, storm water, S. T. Plant, electrical power distribution system, lighting, access control gates, IT enabled inventory management, administrative offices and other essential functional requirement and infrastructure, for the entire IIHM consisting of 537 Acres; and (ii) Development by the Developer(s) / Contractor(s) of approx 1/3 rd of the | 12-18 months | | Phase II D | Project Completion – Services / Activities with respect to: (i) Construction by the Developer(s) / Contractor(s) of basic infrastructures, amenities / facilities such as road network, traffic area, water supply, sewerage, storm water, S. T. Plant, electrical power distribution system, lighting, access control gates, IT enabled inventory management, administrative offices and other essential functional requirement and infrastructure, for the entire IIHM consisting of 537 Acres; and (ii) Development by the Developer(s) / | 12-18 months |

| | | capacity of the core activities | | Contractor(s) of approx 1/3 rd of the capacity of the core activities |
|-----|---|--|--|--|
| | | Phase II E | Facilitation of Operations & Management | 24 Months |
| 16. | Schedule – I Terms of Reference – Phase I | The PMA should provide an innovative Business Plan to be implemented by them during the course of implementation of Stage – II E. This Business Plan should clearly portray the targets both in quantitative terms as well as in monetary terms which are to be achieved by the PMA. | | The PMA should provide an innovative Business Plan to be implemented by HSAMB / SPV. This Business Plan should clearly portray the targets both in quantitative terms as well as in monetary terms. |
| 17. | Schedule – I Terms of Reference – Phase II | Phase II – 40 months & 1 week - 46 months & 1 week | | Phase II – 16 months & 1 week – 22 months & 1 week |
| 18. | Schedule – I Terms of Reference – Phase IID | <p>Project Completion – Services / Activities with respect to:</p> <p>(i) Construction by the Developer(s) / Contractor(s) of basic infrastructures, amenities / facilities such as road network, traffic area, water supply, sewerage, storm water, S. T. Plant, electrical power distribution system, lighting, access control gates, IT enabled inventory management, administrative offices and other essential functional requirement and infrastructure , for the entire IIHM consisting of 537 Acres; and</p> <p>(ii) Development by the Developer(s) / Contractor(s) of approx 1/3rd of the capacity of the core activities – 12-18 months</p> | <p>Project Completion – Services / Activities with respect to:</p> <p>(i) Construction by the Developer(s) / Contractor(s) of basic infrastructures, amenities / facilities such as road network, traffic area, water supply, sewerage, storm water, S. T. Plant, electrical power distribution system, lighting, access control gates, IT enabled inventory management, administrative offices and other essential functional requirement and infrastructure , for the entire IIHM consisting of 537 Acres; and</p> <p>(ii) Development by the Developer(s) / Contractor(s) of approx 1/3rd of the capacity of the core activities – 12-18 months – Final Deliverable</p> | |
| 19. | Schedule – I Terms of Reference – Phase IIE | <p>Facilitation of Operations & Management (24 Months)</p> <p>The PMA shall facilitate operations and management of IIHM in accordance with the approved Business Plan and achieve the targets spelt out both in quantitative terms as well in monetary terms. The payment for this stage shall be in direct relation to the achievement of targets by the PMA. The activities under this stage shall also include, but not limited to:</p> | | Deleted. |

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| | | <ol style="list-style-type: none"> 1. Provide overall support and Coordination for implementation of the Project by means of devising Management Plan for operationalisation of the Project and Handholding as an extended arm of HSAMB / SPV. 2. Development of resource capacity building of IIHM (Ganaur). 3. Devising various strategies for further revenue generation in line with changing economic scenarios and consumer preferences. 4. Marketing of market / IIHM promotion (shifting of trade and inviting traders from NCR / Nationwide). 5. Assistance and support by way of providing advisory for initial day to day operation for sourcing, procurement, logistic, grading, packaging and storage of fresh produce. 6. Budgeting for operational & administration cost. 7. Process for resources hiring for IIHM. 8. Identifying various stakeholders related to sourcing, logistics, marketing, processing and export as per requirement by IIHM. 9. Marketing related activities to populate the IIHM. 10. Estimation of raw material requirement for optimum use of processing capacity. 11. Process optimization for various F&V processing facilities in terms of quality, safety, standard, sanitation, optimum recovery from raw material and FSSAI compliance. 12. Fair price mechanism/price finding to protect the farmers' interest and prevent exploitation. 13. Overall management of Market Platform. 14. Enable resources to handle IT/Software related activities to facilitate smooth marketing process and record keeping. 15. Assistance and support by way of providing advisory for management of waste generated from cold storage, packhouse, processing units and marketing facilities. 16. Assistance and support by way of providing advisory for | |
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| | | meeting the government compliances/statutory requirements and prevent violations of any Govt. Order/Law related to Labour Safety, Environment, Food Safety, Resource Utilization etc. | | | |
| | | 17. Assistance and support by way of providing advisory for maintaining the aesthetic environment for the overall IIHM facility. | | | |
| 20. | Schedule – I Terms of Reference – Payment Schedule | Professional Fee Amount (in INR) | Payment Milestones / Deliverables | Professional Fee Amount (in INR) | Payment Milestones / Deliverables |
| | | 10% of Professional Fees | On Approval of updated/ modified/ validated DPR (Phase I of TOR) | 15% of Professional Fees | On Approval of updated/ modified/ validated DPR (Phase I of TOR) |
| | | 10% of Professional Fees | On Government Approval of Final DPR (Phase II A of TOR) | 15% of Professional Fees | On Government Approval of Final DPR (Phase II A of TOR) |
| | | 20% of Professional Fees | Architectural Drawings, Framing of Estimates, Tender Documents (Phase II B of TOR) | 30% of Professional Fees | Architectural Drawings, Framing of Estimates, Tender Documents (Phase II B of TOR) |
| | | 10% of Professional Fees | Evaluation of Tenders and Selection of Developer / Contractor (Phase II C of TOR) | 20% of Professional Fees | Evaluation of Tenders and Selection of Developer / Contractor (Phase II C of TOR) |
| | | 20% of Professional Fees | On Project Completion (Phase II D of TOR) | 20% of Professional Fees | On Project Completion (Phase II D of TOR) |
| | | 30% of Professional | Facilitation of Operations & Management | | --75% of Professional Fees for this stage shall be payable in equal monthly installments subject to submission of |

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| | | <p>Fees</p> <p>--50% of Professional Fees for this stage shall be payable on monthly basis over a period of 24 months in equal installments subject to submission of monthly performance / progress reports.</p> <p>--Balance 50% Professional Fees for this stage shall be payable only on achievement of targets as envisaged in the approved Business Plan (approved at Stage – II A), after the completion of Stage – II E and completion of final deliverable.</p> | <p>monthly performance / progress reports.</p> <p>--Balance 25% Professional Fees for this stage shall be payable only after completion of Stage – II D which is the final deliverable.</p> |
| 21. | APPENDIX-I TECHNICAL PROPOSAL Form-1 Letter of Proposal | 14. The EMD of Rs. 10.00 lakh (Rupees ten lakh only) has been deposited through RTGS/NEFT to “Haryana State Agricultural Marketing Board, in accordance with the RFP document. | 14. The EMD of Rs. 5.00 lakh (Rupees five lakh only) has been furnished by way of an unconditional and irrevocable Bank Guarantee from a scheduled bank (payable in Panchkula) in favor of Haryana State Agricultural Marketing Board, in accordance with the RFP document. |
| 22. | APPENDIX-I Form-13 DEPLOYMENT OF KEY PERSONNEL | -- | <p>Notes have been added at the end of the Form 13</p> <p><i>Note: Every Applicant shall submit the PERT Chart (Program Evaluation Review Technique) comprising the details of the Second Phase of work as per Schedule 1 (Terms of Reference).</i></p> <p>It is clarified here that for Phase I, Phase IIA and Phase IIB of the Consultancy as specified in the TOR (Schedule-I), the PMA shall be obligated to deploy all the above mentioned Key Personnel on full time basis for the entire period of 4 (four) months & 3 (three) weeks (aggregate of Timelines for these Phases). However, for</p> |

| | | | <p>Phase IIC and Phase IID, all the Key Personnel may not be required to be deployed on a full time basis by the selected PMA. Hence, the Applicant, in its Technical Presentation, will showcase to HSAMB for the minimal team of Key Personnel that would be required by it during the said 2 (two) Phases if selected as PMA, so as to ensure effective monitoring and timely completion of work under Phase IIC and Phase IID of the Consultancy. HSAMB will evaluate the Proposals submitted by the Applicants considering the composition and constitution of team of Key Personnel proposed/ showcased by the Applicants during the Technical Presentation for carrying out the deliverables under Phase IIC and Phase IID.</p> | | | | | | | | | | | | |
|--|--|--|--|-------------------------|-----------------------|--|--|--|--|-------------|-------------------------|-----------------------|--|--|--|
| <p>23.</p> | <p>APPENDIX-II Form-2 Financial Proposal (To be submitted online only)</p> | <table border="1" data-bbox="386 639 1136 846"> <thead> <tr> <th>Description</th> <th>Amount in figures (Rs.)</th> <th>Amount in words (Rs.)</th> </tr> </thead> <tbody> <tr> <td>Consultancy fee exclusive of Service Tax</td> <td></td> <td></td> </tr> </tbody> </table> <p><i>Kindly refer Clause 2.15 of the RFP.</i></p> <p><i>During Evaluation of Financial proposals, the quoted Consultancy fee exclusive of service tax shall be considered.</i></p> <p><i>All payments to the PMA shall be made in INR in accordance with the provisions of this RFP. The PMA may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the PMA.</i></p> <p><i>All the costs associated with the assignment shall be included in the Financial Proposal. The Financial Proposal shall take into account all expenses and tax liabilities excluding Service Tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws by HSAMB. Service Tax shall be reimbursed by HSAMB</i></p> | Description | Amount in figures (Rs.) | Amount in words (Rs.) | Consultancy fee exclusive of Service Tax | | | <table border="1" data-bbox="1165 639 1915 846"> <thead> <tr> <th>Description</th> <th>Amount in figures (Rs.)</th> <th>Amount in words (Rs.)</th> </tr> </thead> <tbody> <tr> <td>Consultancy fee exclusive of Service Tax</td> <td></td> <td></td> </tr> </tbody> </table> <p><i>Kindly refer Clause 2.15 of the RFP.</i></p> <p><i>During Evaluation of Financial proposals, the quoted Consultancy fee exclusive of service tax shall be considered.</i></p> <p><i>All payments to the PMA shall be made in INR in accordance with the provisions of this RFP. The PMA may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the PMA.</i></p> <p><i>All the costs associated with the assignment shall be included in the Financial Proposal. The Financial Proposal shall take into account all expenses and tax liabilities excluding Service Tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws by HSAMB. Service Tax shall be reimbursed by HSAMB separately</i></p> | Description | Amount in figures (Rs.) | Amount in words (Rs.) | Consultancy fee exclusive of Service Tax | | |
| Description | Amount in figures (Rs.) | Amount in words (Rs.) | | | | | | | | | | | | | |
| Consultancy fee exclusive of Service Tax | | | | | | | | | | | | | | | |
| Description | Amount in figures (Rs.) | Amount in words (Rs.) | | | | | | | | | | | | | |
| Consultancy fee exclusive of Service Tax | | | | | | | | | | | | | | | |

| | | <p><i>separately</i></p> <p>Costs (including break down of costs) shall be expressed in INR.</p> <p>Authorized Signature [<i>In full and initials</i>]: Name and Title of Signatory: Name of Firm with Company Seal:</p> | <p>Financial Proposal shall be expressed in INR.</p> <p>Authorized Signature [<i>In full and initials</i>]: Name and Title of Signatory: Name of Firm with Company Seal:</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------|----------------------------------|--|---|----------------|------------|---------------------|----------------|----|----------------------------|--|--|--|----|----------------------------------|--|--|--|----|--------------------------|--|--|--|----|-------------------|--|--|--|----|------------------|--|--|--|----|-------------------|--|--|--|----|------------------------|--|--|--|----|-------------------|--|--|--|----|----------------------|--|--|--|-----|-----------|--|--|--|-----|-------------------|--|--|--|---------|--|--|--|--|
| 24. | Appendix – II – Form – 3 | <p>(To be submitted online only)</p> <table border="1" data-bbox="384 540 1142 1359"> <thead> <tr> <th data-bbox="384 540 472 646">S. No.</th> <th data-bbox="472 540 711 646">Designation</th> <th data-bbox="711 540 831 646">Man-months</th> <th data-bbox="831 540 974 646">Monthly Rate* (Rs.)</th> <th data-bbox="974 540 1142 646">Amount** (Rs.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 646 472 716">1.</td> <td data-bbox="472 646 711 716">Team Leader cum PPP Expert</td> <td data-bbox="711 646 831 716"></td> <td data-bbox="831 646 974 716"></td> <td data-bbox="974 646 1142 716"></td> </tr> <tr> <td data-bbox="384 716 472 821">2.</td> <td data-bbox="472 716 711 821">Agriculture/ Horticulture Expert</td> <td data-bbox="711 716 831 821"></td> <td data-bbox="831 716 974 821"></td> <td data-bbox="974 716 1142 821"></td> </tr> <tr> <td data-bbox="384 821 472 878">3.</td> <td data-bbox="472 821 711 878">Architect /Urban Planner</td> <td data-bbox="711 821 831 878"></td> <td data-bbox="831 821 974 878"></td> <td data-bbox="974 821 1142 878"></td> </tr> <tr> <td data-bbox="384 878 472 935">4.</td> <td data-bbox="472 878 711 935">Financial Analyst</td> <td data-bbox="711 878 831 935"></td> <td data-bbox="831 878 974 935"></td> <td data-bbox="974 878 1142 935"></td> </tr> <tr> <td data-bbox="384 935 472 992">5.</td> <td data-bbox="472 935 711 992">Legal Specialist</td> <td data-bbox="711 935 831 992"></td> <td data-bbox="831 935 974 992"></td> <td data-bbox="974 935 1142 992"></td> </tr> <tr> <td data-bbox="384 992 472 1049">6.</td> <td data-bbox="472 992 711 1049">Structural Expert</td> <td data-bbox="711 992 831 1049"></td> <td data-bbox="831 992 974 1049"></td> <td data-bbox="974 992 1142 1049"></td> </tr> <tr> <td data-bbox="384 1049 472 1105">7.</td> <td data-bbox="472 1049 711 1105">Food Processing Expert</td> <td data-bbox="711 1049 831 1105"></td> <td data-bbox="831 1049 974 1105"></td> <td data-bbox="974 1049 1142 1105"></td> </tr> <tr> <td data-bbox="384 1105 472 1175">8.</td> <td data-bbox="472 1105 711 1175">Mechanical Expert</td> <td data-bbox="711 1105 831 1175"></td> <td data-bbox="831 1105 974 1175"></td> <td data-bbox="974 1105 1142 1175"></td> </tr> <tr> <td data-bbox="384 1175 472 1245">9.</td> <td data-bbox="472 1175 711 1245">Environmental Expert</td> <td data-bbox="711 1175 831 1245"></td> <td data-bbox="831 1175 974 1245"></td> <td data-bbox="974 1175 1142 1245"></td> </tr> <tr> <td data-bbox="384 1245 472 1302">10.</td> <td data-bbox="472 1245 711 1302">IT Expert</td> <td data-bbox="711 1245 831 1302"></td> <td data-bbox="831 1245 974 1302"></td> <td data-bbox="974 1245 1142 1302"></td> </tr> <tr> <td data-bbox="384 1302 472 1359">11.</td> <td data-bbox="472 1302 711 1359">Electrical Expert</td> <td data-bbox="711 1302 831 1359"></td> <td data-bbox="831 1302 974 1359"></td> <td data-bbox="974 1302 1142 1359"></td> </tr> </tbody> </table> | S. No. | Designation | Man-months | Monthly Rate* (Rs.) | Amount** (Rs.) | 1. | Team Leader cum PPP Expert | | | | 2. | Agriculture/ Horticulture Expert | | | | 3. | Architect /Urban Planner | | | | 4. | Financial Analyst | | | | 5. | Legal Specialist | | | | 6. | Structural Expert | | | | 7. | Food Processing Expert | | | | 8. | Mechanical Expert | | | | 9. | Environmental Expert | | | | 10. | IT Expert | | | | 11. | Electrical Expert | | | | Deleted | | | | |
| S. No. | Designation | Man-months | Monthly Rate* (Rs.) | Amount** (Rs.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Team Leader cum PPP Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Agriculture/ Horticulture Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Architect /Urban Planner | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Financial Analyst | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Legal Specialist | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Structural Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Food Processing Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Mechanical Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Environmental Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | IT Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | Electrical Expert | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|-----|-------------------------------------|---|--|------------------|--|--|--|--|
| | | <table border="1" data-bbox="386 168 1142 224"> <tr> <td data-bbox="386 168 474 224">12.</td> <td data-bbox="474 168 716 224">Logistics Expert</td> <td data-bbox="716 168 833 224"></td> <td data-bbox="833 168 974 224"></td> <td data-bbox="974 168 1142 224"></td> </tr> </table> <p><i>*We agree that manpower cost is inclusive of all other direct and indirect cost (including our profit margin) that may be incurred during execution of Services.</i></p> <p><i>**Costs (including break down of costs) shall be expressed in INR.</i></p> <p><i>Note: Every Applicant shall submit the PERT Chart (Program Evaluation Review Technique) comprising the details of the Second Phase of work as per Schedule 1 (Terms of Reference).</i></p> <p>It is clarified here that for Phase I, Phase IIA and Phase IIB of the Consultancy as specified in the TOR (Schedule-I), the PMA shall be obligated to deploy all the above mentioned Key Personnel on full time basis for the entire period of 4 (four) months & 3 (three) weeks (aggregate of Timelines for these Phases). However, for Phase IIC, Phase IID and Phase IIE, all the Key Personnel may not be required to be deployed on a full time basis by the selected PMA. Hence, the Applicant, in its Technical Presentation, will showcase to HSAMB for the minimal team of Key Personnel that would be required by it during the said 3 (three) Phases if selected as PMA, so as to ensure effective monitoring and timely completion of work under Phase IIC, Phase IID and Phase IIE of the Consultancy. HSAMB will evaluate the Proposals submitted by the Applicants considering the composition and constitution of team of Key Personnel proposed/ showcased by the Applicants during the Technical Presentation for carrying out the deliverables under Phase IIC, Phase IID and Phase IIE.</p> | 12. | Logistics Expert | | | | |
| 12. | Logistics Expert | | | | | | | |
| 25. | Agreement - 2.4 Expiry of Agreement | Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 | Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 | | | | | |

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| | | (ninety) days after the delivery of the final deliverable to the Client; or (ii) the expiry of 48 (forty eight) months and 2 (two) weeks from the Effective Date. Upon Termination, the Client shall make payments of all amounts due to the PMA hereunder for Services satisfactorily rendered upto the date of Termination. | (ninety) days after the delivery of the final deliverable to the Client; or (ii) the expiry of 24 (twenty four) months and 2 (two) weeks from the Effective Date. Upon Termination, the Client shall make payments of all amounts due to the PMA hereunder for Services satisfactorily rendered upto the date of Termination. |
| 26. | Agreement - 4.2 Deployment of Personnel | 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the PMA's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement. | 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the PMA's Personnel are described in Annex-2 of this Agreement. |
| 27. | Agreement - 4.2 Deployment of Personnel | 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the PMA by written notice to the Client, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one month, whichever is lower, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Client. | 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-2 may be made by the PMA by written notice to the Client, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one month, whichever is lower, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Client. |
| 28. | Agreement - 4.4.2 Substitution of Key Personnel | Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. The Parties agree that any further substitution may lead to termination of this Agreement. However, for avoidance of doubt, the substitution of 2 (two) Key Personnel as | Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction an amount equal to 1.5% (one point five per cent) of the Agreement Value set forth in clause 6.1.2 of the Agreement. In case of a second substitution, such reduction shall be equal to 3% (three per cent) of the Agreement Value set forth in clause 6.1.2 of the Agreement. The Parties agree that any further substitution may lead to termination of this Agreement. However, for avoidance of doubt, the substitution of 2 (two) Key Personnel as specified in this clause 4.4 shall exclude any substitution of Team Leader cum PPP |

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| | | specified in this clause 4.4 shall exclude any substitution of Team Leader cum PPP Expert which shall be in accordance with Clause 4.6 of this Agreement. | Expert which shall be in accordance with Clause 4.6 of this Agreement. |
| 29. | Agreement - Annex -3 | ESTIMATE OF PERSONNEL COST {As provided by Selected Applicant in the Bid Submitted} | Deleted |

ANNEX – 8

FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

B.G. No. Dated:

1. In consideration of ***** (hereinafter referred to as the “Client”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a Company registered under Companies Act, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (hereinafter referred to as the “ Applicant” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the “Selection and Appointment of Project Management Agency (PMA) for providing Consultancy Services for Planning, Development, Marketing, Management and Implementation of India International Horticulture Market (IIHM) at Ganaur (Sonepat) ” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Form of Agreement (hereinafter collectively referred to as “RFP Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Applicant, do hereby in terms of Clause 2.20 of the RFP, as amended,, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents (including the RFP Document) by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Client an amount of Rs. 5,00,000 (Rupees Five Lakh only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Documents.
2. Any such written demand made by the Client stating that the Applicant is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Client is disputed by the Applicant or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Applicant to fulfill and comply with the terms and conditions contained in the RFP Documents including failure of the said Applicant to keep its Proposal open during the Proposal validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the

Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 5,00,000 (Rupees Five Lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Client and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, inter alia, the failure of the Applicant to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Client that the Applicant is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other Client.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Applicant or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Applicant or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Client to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 5,00,000 (Rupees Five Lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Proposal Due Date)].

Dated, the day of 20

For.....

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

Notes:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. And other details of the Head Office of the Bank as well of issuing Branch should be mentioned on the covering letter of issuing Branch.