

**REQUEST FOR PROPOSAL (RFP)**

**Selection of Technical Consultant for preparation of concept plan and  
Feasibility report of River front development**



**December 2015**

**Issued by:**

**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY  
Office of the Chief Architect Planner (CAP)  
Main Administrative Building,  
Sector 6, Noida Authority, Noida 201301  
District- Gautam Budh Nagar**

**(Bid Advertisement)**

**Noida Development Authority-**

**Expression of Interest-Selection of Technical Consultant for preparation of feasibility report and detailed designing of River front development**

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”) intends to select Technical Consultant for preparation of feasibility report and detailed designing of River front development in Noida region. In this regard, the Authority now invites the interested bidders to submit their proposals as per provisions of the terms of reference (TOR) document.

The bidder should fulfil the following minimum technical and financial criteria:

- o Must be sole proprietorship or registered partnership firm, LLP, public limited company, private limited company or consortium of firms. Maximum number allowed is two (2). Lead bidder in consortium shall be registered in India for at least 5 years.
- o The Applicant must have undertaken consultancy work of similar nature (concept planning, feasibilities, survey & designing) for river front, seafront, landscaping and alike projects) in India/Abroad in last 10 years with project cost of at least 50 crores.
- o The average annual turnover of the Applicant from consultancy assignments during last 3 years should be INR 2 crore from similar/consultancy works. In case of a consortium of firms this criteria must be met by the lead firm.
- o Professionals as per qualification and experience in the TOR document

Terms and conditions along with eligibility and evaluation criteria have been detailed in the tender document. The interested bidders can download the RFP document from Noida Authority website. At the time of submission of bid, bidders need to submit demand draft of Rs. 5,000 (Rupees Five thousand only plus VAT) in favour of New Okhla Industrial Development Authority, payable at New Delhi/ Noida. as bid processing fees. Failure to do so shall result in disqualification of bid.

<b>Key Dates</b>	
Pre bid meeting	At 11.00 AM, on January 5, 2016
Last date of submission of bids	At 3.00 PM, on January 11, 2016
Opening of technical bids	At 3.30 PM, on January 11, 2016

*Noida reserves the full right to change the scope and/ or terminate the empanelment process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.*

Any query regarding the project should be directed to the contact given below:

**Chief Architect Planner**

Noida Authority – Sector 6, Noida, Uttar Pradesh- 201301

Website- [www.noidaauthorityonline.com](http://www.noidaauthorityonline.com)

Fax- 0120-2422211 Phone - 120 2422297

## **Disclaimer**

This Terms of Reference (TOR Document) for “Selection of Technical Consultant for preparation of feasibility and detailed designing of River front Development” contains brief information about the scope of work and selection process for the Successful Bidder (or ‘Consultant’). The purpose of the Document is to provide the Bidders or Applicants with information to assist the formulation of their bid application (“the Application”).

While all efforts have been made to ensure the accuracy of information contained in this TOR Document, this Document does not purport to contain all the information required by the Bidders. The Bidder or Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. New Okhla Industrial Development Authority (“NOIDA” or “the Authority”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the TOR Document.

NOIDA reserves the right to change any or all conditions/ information set in this TOR Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as NOIDA may deem fit without assigning any reason thereof.

NOIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this TOR Document.

## Index

Disclaimer.....	3
Index .....	4
Section I: General Information.....	5
Section II: Terms of Reference.....	7
Section III: Instructions to Bidders .....	12
A. General Conditions.....	12
B. Preparation and Submission of Proposals.....	13
C. Bid opening.....	15
D. Project Financial Terms.....	17
Section IV: Pre-qualification Criteria and Evaluation and Selection Process.....	18
Form – T1.....	23
Form – T2.....	24
Form – T3.....	25
Form – T4.....	26
Form – T5.....	27
Form – T6.....	29
Form – T7.....	30
Form – T8.....	31
Form – T9.....	32
Form – T10.....	35
Form – F1.....	36

## Section I: General Information

### I.I. Background

Noida is bounded by the two embankments of river Yamuna and Hindon. Noida masterplan- 2031 has total area of 20,316 hectare of which 15,280 hectare is urban area and 5,036 hectare has been designated for river front development.

These two rivers have been an integral part of the development of Noida city however, have been neglected in the past. The river Yamuna suffers from inadequate flow and quantum of water during majority of the year. Rapid urbanization, encroachment on the river banks and over exploitation of water in Delhi has resulted in the dwindling of water flow in the river. The river is highly polluted due to very high level of water flow during rainy seasons and sometimes discharge of rainy water from dams cause floods in the areas of Delhi and Noida. Conservation of flood prone area is essential.

There has thus, been an acknowledgement to develop this neglected area for river front development and make it an urban asset and improve it from its current condition.

Urbanisation is proposed broadly within the area between these two embankments

Development of urban activities has not been proposed in more than 5000 hectare land situated in the river front development area of both the rivers because this is basically a flood affected area. Therefore, urban activities have not been proposed in river front areas of both the rivers. This entire area is proposed to be kept as green and open.

However, it is proposed that the river front areas shall be developed for recreational and tourist activities with the provision of some temporary and removable structure on 1 percent area of a specific development project.

A detailed plan of the development of river front areas is proposed to be prepared after a detailed study of its environmental conditions and potential of development. It is a sensitive area and needs a detailed study to understand the cycle of flood occurrence, the ground water recharge potential and requirement, potential of reclamation and the potential of making this area physically accessible and functional.

In this regard, the Authority now invites the interested applicant/bidder to submit their proposals as per provisions of this Request for Proposal Document.

NOIDA will select the Bidders on the basis of evaluation criteria mentioned in this TOR Document. On the basis of the minimum marks as per evaluation criteria, qualified bidder will be shortlisted. Financial proposal of only qualified bidder will be opened.

The Successful Bidder shall provide the services as mentioned in the Terms of Reference (Section – II).

### I.II. Salient Information

Key stages in the bid process for the Project are as below:

**Table 1**

Key Dates	
Pre bid meeting	At 11.00 AM, on January 5, 2016
Last date of submission of bids	At 3.00 PM, on January 11, 2016
Opening of technical bids	At 3.30 PM, on January 11, 2016

### I.III. Content of the TOR Document

The TOR Document comprises of the contents as listed below:

Section I <b>General Information</b>	I.I Background I.II. Salient Information I.III. Content of the TOR Document
Section II <b>Terms of Reference</b>	II.I Scope of Work II.II Timeline
Section III <b>Instructions to Bidders</b>	A. General Conditions B. Preparation and Submission of bids C. Bid Opening D. Project Financial Terms
Section IV <b>Technical Criteria</b>	Technical Criteria and Evaluation and Selection process
Section V <b>Pro-forma</b>	Pro-forma for Submission of Bids - Technical Submission Form – Financial Submission Form
Section VI <b>Standard Conditions (SC)</b>	Standard Conditions

The Bidders can contact the following for any clarifications on the TOR Document:

**Office to Chief Architect Planner (CAP)**  
**Main Administrative Building**  
**Noida Authority – Sector 06**  
**Noida, Uttar Pradesh- 201301**  
[captpnoida@gmail.com](mailto:captpnoida@gmail.com)

## **Section II: Terms of Reference**

### **II.I. Scope of Work**

The selected Bidder is expected to provide (but not limited to) following services:

- Pre-inception study, the outcome of which be preparation of concept plan of River front development
- Feasibility Study, the outcome of which will be a Conceptual/Schematic Riverfront Development Master Plan
- Obtaining Statutory approvals, the outcome of which will be the Final Riverfront Development Master Plan
- Detailed design based on the outcomes of the feasibility report

#### **1. Pre-inception report**

First and foremost part of the study would be to prepare an inception report. This would be based on in-depth case studies to suggest a concept plan, best applicable for the proposed river front project. The case studies shall be chosen by the consultant post approval from the approval committee, consisting of representation from the Noida authority among others.

The following tasks would be undertaken as a part of this stage:

##### **a. Case studies**

The appointed consultant will undertake detailed case studies of similar projects in India and abroad, to prepare a concept plan for the proposed development. The consultant shall collect and review the following data and information, through literature survey and primary interactions.

1. Study of background for these projects
2. Current stage of development
3. Key unique features of the project
4. Proposed master plan for the project
5. Transport Management plan including any alternative transport modes, if suggested
6. Structures – Temporary/ Permanent
7. Economic feasibility of the projects
8. Revenue options
9. Institutional framework

##### **b. Site visit**

The consultant would undertake site visits to develop an understanding of the area where the development proposed.

##### **c. Study of Noida master plan**

The consultant would further study the Noida Master plan to understand the permissible structures and development in the riverfront development zone. Definition of temporary structures as per the master plan shall also be understood.

Based on the learnings from the case studies and the site-visits the consultant would propose the most suitable plan for development of the proposed project, which would be further detailed in the next phase.

## **2. Feasibility Study**

After agreement on the concept plan, the next stage would be to undertake a feasibility study. The outcome of this will be a Schematic Riverfront Development Master Plan. This would be prepared for the entire river front development zone as identified in the Noida Master plan. The following tasks, survey, studies and analysis will be undertaken:-

1. Procurement of the Satellite images

Satellite images is not available with the Authority, would have to be procured by the consultant. The consultant will have to procure the same if required, bearing the cost and process to prepare the base map and aid the process of land use mapping/study.

2. Physical Characteristics of the Project Area

A total station survey of the entire project area.

3. Survey of existing land-use/ activities along the proposed development zone

The consultant would undertake survey of existing land-use/ activities upto 500 meters either side of the proposed development zone. This would identification of slums/ heritage structures / any other structures in the development zone. The existing activities should be merged with proposed design.

4. Additional Surveys, Studies & Data

The consultant will require to do soil surveys and test reports, geological data, and data regarding water quality and pollution, air quality, river flows, environmental studies etc. as required by procuring the relevant information from other agencies or government departments such as Revenue department, Pollution Control Board which is available with them. If any new survey is required, the cost will have to be borne by the Consultant.

5. Co-ordination and providing inputs to the agency undertaking Hydraulic Feasibility Study for the Project Area

The hydraulic studies would be carried out for the stretch of the river within the project area by a separate consultant appointed by the Authority. The scope of the hydraulic consultant shall include, understanding the flood levels and occurrence of floods for the project site, river cross sections, identification of aquifer channel etc.

The consultant would coordinate with the hydraulic consultant to collate all the requisite information such as river cross sections, HFL, aquifer channel etc. While designing, the consultant will ensure that the proposed design does not disturb the existing natural channel/ aquifers.

6. Identification of the Stakeholders in the Project Area/Development

All the stake holders in the project area and the development process will be identified and consulted for inputs while preparing the Conceptual/Schematic River Front Development Master Plan.

7. Relocation and Rehabilitations Strategy if required

The entire project area will be studied to identify whether relocation and rehabilitation of any settlement or structures/ slums will be required for undertaking works related to River Front



Development project. Conceptual proposal for how such relocation and rehabilitation could be done will be drawn up for the project after social and economic survey for each households is conducted.

The consultant would establish land ownership, khasra details and land values for any land acquisition if required for the project. The client will assist in supplying the data wherever possible.

#### 8. Public consultation process.

Public consultation various stakeholders, experts of various field, resident welfare associations, eminent persons, public representatives etc. shall be undertaken by the consultant to get them aware and develop consensus about the project.

#### 9. Training and capacity building

Training and capacity building of the client, particularly for, urban designing and master planning etc. shall be undertaken by the consultant for a period of two days by way of a workshop.

#### 10. Conceptual/ Schematic Master Plan

The Conceptual/Schematic Master Plan will identify components of development. This will include the following:-

1. Conceptual Land Use Map showing the tentative proposed uses of land – with proposed temporary structures on the basis of approved inception report
2. Conceptual urban design plan and guidelines.
3. Conceptual traffic management plan. Suggestion of any parking lots/ alternative modes of transport required due to additional traffic generated as a result of planned activities
4. Conceptual proposals for key components with guidelines for their development.
5. Conceptual landscape plan and guidelines.
6. Conceptual design for the river edge-retaining walls etc
7. Conceptual plan for disaster management.
8. Conceptual implementation strategy – preliminary cost estimates, models & strategy for implementation for the proposed interventions and a tentative institutional model for implementing the project.
9. List of further detailed studies to be undertaken prior to implementation.
10. Phasing of the project
11. The following components must also be considered for developing of project (indicative):
  - a. Provision of platforms and steps leading to the river to facilitate a safe approach.
  - b. Changing rooms for male and females
  - c. Toilet, washroom and drinking water facilities at the Ghats. It is also necessary to provide toilet facilities for the floating population assembling at such congregation. Provision of mobile toilets may be one of the ways to address this problem.
  - d. Adequate number of benches for sitting of people and any other street furniture
  - e. Lighting and landscaping of area with fountains, flowerbeds etc.
  - f. Development of approach roads, parking lots to facilitate easy access of beneficiaries.
  - g. Provision of commercial activities primarily temporary structures like kiosks for sale of eatables, boating etc. These facilities should operate on pay-and use/eat basis and, therefore, are expected to be self-sustaining.
  - h. Given the size of congregations and diversity of the people assembling there suitable platforms for holding cultural and recreational programmes must be considered.
  - i. Economic feasibility and revenue options of the project  
The consultant shall be required to suggest revenue options based on the case study of similar projects and proposed concept plan of the project

**The Consultant should prepare detailed financial model to calculate capital cost of the project, revenue, operating expenditure, NPV and IRR (returns from the project), EIRR and payback period among others.**

### **3. Obtaining Statutory Approvals**

The Client will approve the Conceptual/ Schematic Master Plan. Upon approval the next stage will commence for obtaining the requisite Statutory Approvals. These will be:

EIA– the consultant will engage a separated EIA consultant to undertake an EIA for the project. The consultant shall be responsible for coordinating this task.

All necessary report and technical data shall be provided by the consultant for clearance from Irrigation Department, Revenue Department, MOEF, Municipal Corporation, Archaeological Survey of India, Pollution Control Board, Central Water Commission and any other clearance.

All permission and approvals such as Ganga Action Plan, MOEF, EIA, Irrigation Dept., Revenue Dept., Municipal Corporation, and ASI etc. would be co-ordinated and obtained by the client. Consultant shall act as facilitator in obtaining such clearances. All technical inputs to be deposited should be deposited by the client but sub consultants if required for these clearances shall be engaged by the consultant only.

Based on the outcomes for foregoing, the Conceptual/Schematic Master plan and preliminary cost estimates will be modified and resubmitted detailed design components will be identified.

### **4. Detailed designing**

After feasibility study and after obtaining the required clearances from various departments, the detailed design of final master plan components for a pilot project will be taken up by the Consultant. The location of the pilot project, to be developed in the first phase of development shall be based on the suggestion of the feasibility report & approval of the Approving committee.

The detailed design for the pilot project shall include the following:

1. Final land-use master plan
2. Detailed design for the various identified components including commercial, temporary structure etc.
3. Detailed Road designs in the project area
4. Detailed design of infrastructure- sewerage, storm water and water supply etc.
5. Detailed urban design and guidelines
6. Detailed landscape plan and guidelines
7. Detailed designs for the river edge- retaining walls etc.

This would lead to award of implementation contracts for various development and construction works related to river front. The deliverables for the Detailed designs by the consultant shall be as per Council of Architecture guidelines/ or equivalent relevant guidelines. Payment terms shall be as per COA guidelines for this stage.

## **II.II. DELIVERABLES AND TIMELINES:**

The entire project is expected to be carried out as per the following timelines:

<b>Stage</b>	<b>Estimated Duration</b>
Inception report	<b>T+1 months</b>
Area assessment report	<b>T+2 months</b>
Feasibility Study/draft conceptual plans	<b>T+4 month</b>

Obtaining statutory approvals /finalization of master plan post approvals	<b>T+ 8 month</b>
Detailed design	<b>T+12 months</b>
<b>Total</b>	<b>12 months</b>

### II.III TEAM COMPOSITION

Minimum skill set of team composition required for this project.

	Profile	Period	Qualification
1.	Project Director	Full time	Architect/Urban Planner/ experience of 15 years in urban planning & urban design. Experience in a project of a similar nature is a must.
2.	Team Leader	Full time	Architect/urban or Regional Planner/Urban Designer. Min experience of 7 years in urban or Regional planning & Urban Design. Experience in a project of a similar nature is a must.
3.	Environmental expert	Full time	Post graduate/Doctorate in Environmental management/planning with expertise in riverfronts with at least 10 years experience.
4.	River Hydrology Expert/Flood Management	Part time/ sub consultant	River Hydrology Expert with at least 15 years Experience. Experience in a project of is a must.
5.	Structural Designer with experience in River front Projects	Part time/ sub consultant	Structural Engineer with at least 15 years experience. Experience in a project of a similar nature a must.
6.	Architect	Part time/ sub consultant	Architect Min. experience of 5 years in architecture / urban design with COA registration.
7.	Landscape Architect	Part time/ sub consultant	Post Graduate Landscape Architect Min. experience of 5 years in landscape design.
8.	Naturalist	Part time/ sub consultant	Extensive knowledge of local flora and fauna.
9.	Transportation &Traffic Planner	Part time/ sub consultant	Masters in Transportation Planning with Minimum 10 years experience
10	CA/MBA Finance	Part time/ sub consultant	Extensive knowledge of financial modelling for infrastructure projects

The Consultancy firm as and when required for this project shall engage services of other experts and support staff. No CVs required for support staff such as CAD experts, Surveyors, junior surveyors, draftsmen among others which shall be required for the project.

### **Section III: Instructions to Bidders**

#### **A. General Conditions**

##### **1. Number of Proposals and respondents**

- 1.1. No Bidder or its Associate shall submit more than one Proposal, in response to this TOR. A Bidder applying individually or as an Associate shall not be entitled to submit another bid. No Consortium is allowed.
- 1.2. The TOR Document is not transferable and Proposals shall be submitted only by Bidders to whom the TOR Document has been issued by NOIDA.

##### **2. Proposal preparation cost**

- 2.1. The Bidder shall bear all costs associated with the preparation and submission of the proposal. NOIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 2.2. All papers submitted with the bid are neither returnable nor claimable.

##### **3. Right to accept and reject any or all the Proposals**

- 3.1. Notwithstanding anything contained in this TOR Document, NOIDA reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. NOIDA reserves the right to reject any Proposal if:
  - 3.2.1. At any time, a material misrepresentation is made or discovered, or
  - 3.2.2. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
- 3.3. Rejection of the Proposal by NOIDA as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then NOIDA reserves the right to:
  - 3.3.1. Either invite the next best Bidder to match the Proposal submitted by the best Bidder; or
  - 3.3.2. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

##### **4. Amendment of TOR Document**

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the TOR Document by issuance of an addendum. The addendum will be sent in writing to all eligible Bidders to whom the revised TOR Document has been supplied.
- 4.2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NOIDA may, at its own discretion, extend the Proposal Due Date.

##### **5. Data Identification and collection**

- 5.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Bidder has:
  - 5.2.1. Made a complete and careful examination and accepted the TOR Document in total;
  - 5.2.2. Received all relevant information requested from NOIDA and:
  - 5.2.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
    - 5.2.3.1. Site
    - 5.2.3.2. Type of project
    - 5.2.3.3. Existing data or any relevant information;
    - 5.2.3.4. All other matters that might affect the Bidder's performance under the terms of this TOR Document.
- 5.3. NOIDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

## **B. Preparation and Submission of Proposals**

### **6. Language and currency**

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 6.2. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In case conversion of currency to INR is required, such conversion shall be based upon the RBI Reference Rate applicable 14 (fourteen) days prior to the Proposal Due Date. In all such cases, the original figures in the relevant foreign currency, the exchange rate used and the INR equivalent shall be clearly stated as part of the Proposal. NOIDA reserves the right to use any other suitable exchange rate, if the Proposal is submitted in any other currency, for the purpose of uniformly evaluating all Bidders.

### **7. Proposal validity period and extension**

- 7.1. Proposals shall remain valid for a period of 6 (six) months from the Proposal Due Date ("Proposal Validity Period") and NOIDA may solicit the Bidder's consent for extension of the period of validity, if required. NOIDA reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original bid validity period, NOIDA may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

### **8. Format and Signing of Proposals/ Bids**

- 8.1. The Bidder needs to submit their technical and financial proposals in prescribed format (Section V).

- 8.2. The proposals/ bids shall be typed or printed and the Bidder shall initial each page. The proposal shall have page numbers and shall have index at the start. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 8.3. Bidders would provide all the information as per the TOR Document and in the specified formats. NOIDA reserves the right to reject any bid that is not in the specified formats.
- 8.4. In case the Bidder intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

## **9. Sealing and marking of proposals**

The technical and financial proposal shall be sealed in two separate envelopes and then in one single outer envelope clearly bearing the following identification: "Selection of Technical Consultant for preparation of feasibility and detailed designing for river front development" The proposals shall be addressed to:

**Office to Chief Architect Planner (CAP)**  
**Main Administrative Building**  
**Noida Authority – Sector 06**  
**Noida, Uttar Pradesh- 201301**  
[captpnoida@gmail.com](mailto:captpnoida@gmail.com)

- 9.1. The envelope shall indicate the name, address and contact number of the Bidder
- 9.2. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

## **10. Proposal due date**

- 10.1. NOIDA, at its sole discretion, may extend the bid due date by issuing an Addendum.
- 10.2. Proposals should be submitted at or before January 11, 2016 up to 1500 hours, to the address provided in Clause 9.1 in the manner and form as detailed in this TOR. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- 10.3. NOIDA may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 4, uniformly for all Bidders.

## **11. Late bid**

Any bid received by NOIDA after 1500 hours IST on **January 11, 2016 will** not be accepted.

## **12. Modifications/ Substitution/ Withdrawal of Proposals**

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the NOIDA.

## **13. Selection of the Agency**

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to its proposal it should do so in writing. Any effort by the Bidder to influence any officer or bearer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

### **C. Bid opening**

#### **14. Opening of Proposals**

- 14.1. NOIDA would open the Proposals at 1530 hours on the Proposal Due Date for the purpose of evaluation.
- 14.2. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.
- 14.3. NOIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

#### **15. Confidentiality**

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

#### **16. Tests of Responsiveness**

- 16.1. Prior to evaluation of bids, NOIDA will determine whether each bid is responsive to the requirements of the TOR Document. The bid shall be considered responsive if:
  - 16.1.1. It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 11.
  - 16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
  - 16.1.3. It contains all information required in this TOR Document.
  - 16.1.4. Information is provided as per the formats specified in the TOR Document.
  - 16.1.5. It mentions the validity period as set out in Clause 7.
- 16.2. NOIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NOIDA in respect of such bids.

#### **17. Clarifications**

Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided in clause 9.1 so as to reach Authority on or before January 04, 2015.. All applicants/bidders attending pre bid meeting shall submit their queries/seeking clarifications/suggestions in written.

The Authority shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by the Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Authority or its employees or representatives or consultants shall not in any way or manner be binding on the Authority. Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.

Authority will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this bid document.

Further, to assist in the process of evaluation of Proposals, NOIDA may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

## **18. Proposal Evaluation**

- 18.1. To assist in the examination, evaluation, and comparison of Proposals, NOIDA may utilize the services of advisor(s).
- 18.2. The bids will be evaluated by the Evaluation Committee to be appointed by the NOIDA.
- 18.3. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 16. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this TOR Document.
- 18.4. The envelopes containing the Technical Proposal of the Bidders who do not meet the Technical Criteria shall not be considered for further process.

## **19. Technical Proposal Screening**

- 19.1. The Technical Proposals of the Applicants would be screened as per the procedure set out in this Document.

## **20. Negotiations**

.Negotiations may be held at the date, time and address intimated to the Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written authority to negotiate and conclude a contract.

## **21. Notifications**

NOIDA will notify the Successful Bidder by a Letter of Intent (Lol) that its bid has been accepted

## **22. Acknowledgement of Lol and Execution of Project Agreement**

- 22.1. Within one (1) week from the date of receipt of the Lol, the Successful Bidder shall acknowledge the Lol and return the same, duly accepted, to NOIDA. The Successful Bidder shall execute the Project Agreement within two (2) weeks of the issue of Lol.
- 22.2. NOIDA will promptly notify other bidders that their bids have been unsuccessful.
- 22.3. Failure of the Successful Bidder to comply with the requirement of acknowledgement of Lol shall constitute sufficient grounds for the annulment of the Lol, and forfeiture of the bid security. In such an event, NOIDA reserves the right to:
  - 22.3.1. Either invite the next best Bidder for negotiations, or
  - 22.3.2. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

## **23. Earnest Money Deposit (EMD) and Performance Security**

- 23.1. At the time of submission of bid, bidder shall submit refundable EMD of INR 1,00,000/- along with technical proposal. (part of envelope having technical proposal) and will have to deposited in form of FDR/DD in favour of New Okhla Industrial Development Authority.



23.2. To fulfill the requirement of performance security during the implementation period, the Successful Bidder shall deposit INR 5% of fees in form of FDR/DD/Govt securities or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of NOIDA valid for six months after completion of job or 18 months from the date of Letter of Intent whichever is later. EMD amount of successful bidder shall be adjusted in the performance security. For Unsuccessful bidder, EMD shall be refunded without any interest.

23.3. Before the start of work by the Successful Bidder, an agreement will have to be signed by the Successful Bidder at his cost on proper stamp paper. Without performance guarantee by successful bidder, contract agreement shall not be signed.

#### **D. Project Financial Terms**

##### **24. Fee for the Project**

- This fee shall include all charges i.e. all taxes (except Service tax), duties, levies, out of pocket expenses, procurement cost, professional fee, etc. Service tax to be payable extra as applicable. Vetting charges shall be paid by Noida Authority. The fee is inclusive of fees payable by the Consultant to any other sub consultant and associated consultant and nothing extra shall be payable by the Authority.
- The Consultant shall have to make all arrangements for the staff at their own cost.
- Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- The cost of the project cost shall be the cost of the all development, as calculated on actual cost of structural/civil, landscaping, sanitary and electrical fittings and fixtures, park furniture, mechanical equipment's, etc on all items on which consultant rendered professional services.

24.1.1. All surveys, tests, investigations, studies, mappings required for satisfactory performance of the service for all project components shall be carried out by Consultant at his own cost except hydraulic survey/study.

##### **25. Cost not to be included in proposed fees**

25.1. The cost of following items shall not be included in the cost for purpose of working out of the Consultant's fee

25.1.1. Fee paid to I.I.T./N.I.T or similar organization for additional advice/vetting of the plan

##### **26. Payment Terms**

The payment milestone for each of the services in the scope of work will be in the following stages consistent with the work done plus reimbursable expenses as mutually agreed upon.

<b>S.No.</b>	<b>Key Activities/ Milestones</b>	<b>Payment %</b>
	<b>Feasibility study and statutory approvals</b>	
a	Submission and approval of inception report	10% of total fees
b	Area assessment report	10% of total fees
c	On submission of conceptual/schematic Master plan	30% of total fees
d	Conceptual/schematic master plan	20% of total fees

e	Master plan final after incorporating comments of various statutory bodies after approvals have been obtained.	30% of total fees

**Section IV: Pre-qualification Criteria and Evaluation and Selection Process**

## 27. Minimum Technical and Financial Criteria

The Bidder's/Applicants competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria given in this section.

- 27.1. Must be Sole proprietorship, registered partnership firm, LLP, public limited company, private limited company or consortium of firms. Maximum number allowed is two (2). Lead bidder in consortium shall be registered in India for at least 5 years.
- 27.2. The Applicant must have undertaken consultancy work of similar nature (concept planning, feasibilities, survey & designing) for river front, seafront, landscaping and alike projects) in India/Abroad in last 10 years with project cost of at least 50 crores.
- 27.3. The average annual turnover of the Applicant from consultancy assignments during last 3 years should be INR 2 crore from similar/consultancy works. In case of a consortium of firms this criteria must be met by the lead firm.
- 27.4. Professionals as per qualification and experience in the TOR document
- 27.5. The Applicant should not have any litigations pending with the NOIDA/any state or central government agency as on date of opening of technical bid.
- 27.6. The Applicant shall also furnish the following:
  - 27.6.1. Type of organization (Govt./ Govt. undertaking/ Public Ltd./ Pvt. Ltd./ Partnership/ Proprietary)
  - 27.6.2. Relevant documents stating legal status of the Bidder
  - 27.6.3. CVs of key personnel as per II.III
  - 27.6.4. Performance/completion certificate from previous clients for completed works for the last ten years stating clearly nature of work, start and end date and project cost.
  - 27.6.5. Audited balance sheet, profit and loss account and statement of turnover for last three years
  - 27.6.6. Service tax registration number
  - 27.6.7. Power of Attorney as applicable as per the formats

## 28. Evaluation of the Technical Proposal

The Evaluation Committee will evaluate the Technical Proposal using the evaluation parameters as laid under in clause 27 of this RFP. Bidders who will satisfy the minimum technical and financial criteria will be termed as "**Pre qualified Bidders**". Further detailed evaluation of only "Pre qualified Bidders" shall be done. All the "Pre qualified Bidders" need to give presentation with their preliminary layout concept for this project.

All the "Pre qualified Bidders" shall be evaluated/marked based on parameters laid down in clause 28.1. "Pre qualified Bidders" scoring, 70 marks and above will be termed as "**Technically qualified Bidders**". Financial proposals of only "Technically qualified Bidders" will be opened.

### 28.1 Evaluation of Technical Proposal

Sn No	Evaluation parameter	Maximum Marks
-------	----------------------	---------------

E1	<p>Relevant Work Experience</p> <p>Meeting eligibility – 10 marks</p> <p>More than one project of similar nature – 20 marks</p> <p>Two or more projects of similar nature -30 marks</p>	<b>30</b>
E2	<p>Experience of Key Personnel as per II.III</p> <ul style="list-style-type: none"> <li>• Full time <ul style="list-style-type: none"> <li>○ Project Director- 10 marks</li> <li>○ Team Leader- 9 marks</li> <li>○ Environmental Expert- 8 marks</li> </ul> </li> <li>• Part time/ Sub- consultant <ul style="list-style-type: none"> <li>○ River hydrology expert- 3 marks</li> <li>○ Structural designer- 3 marks</li> <li>○ Architect- 3 marks</li> <li>○ Landscape architect- 3 marks</li> <li>○ Naturalist- 3 marks</li> <li>○ Transport and traffic planner- 3 marks</li> <li>○ CA/ MBA Finance- 3 marks</li> </ul> </li> </ul>	<b>50</b>
E4	<b>Approach and methodology (A&amp;M) for this Project</b>	<b>05</b>
E5	<b>Presentation on A&amp;M and case studies of similar works</b>	<b>15</b>
	<b>Total (E1+E2+E3+E4+E5)</b>	<b>100</b>

## 28.2 Selection process

The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost based selection (QCBS) process with Technical Score having weightage of 70% and financial price having Weightage of 30%

Based on the criteria and the total score, the Technical Scores will have a weightage of 70%. The Financial bids will be allotted a weightage of 30%.

- $S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

- The total score shall be obtained by weighing the quality and cost scores and adding them Up.
- On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The firm securing the highest combined marks will be considered for award of the contract.

$$\text{Consolidated score} = \text{Technical score} * 0.70 + \text{Financial score} * 0.30$$

Section V: Pro forma for Submission

**This part of the document provides pro-forma for providing the information.**

**Authorized signatory of the Bidders must sign each page of the bid to be submitted to NOIDA.**

**Form – T1**

**LETTER OF PROPOSAL SUBMISSION**

[Location, Date]

To

**Office to Chief Architect Planner (CAP)  
Main Administrative Building  
Noida Authority – Sector 06  
Noida, Uttar Pradesh- 201301**

**Subject:** Selection of Technical Consultant for preparation of concept plan feasibility report of River front development

Dear Sir,

We, the undersigned, offer to provide the consulting assignment/job for New Okhla Development Authority in accordance with your TOR Document dated [ Insert Date] and our Proposal. We are hereby submitting our Technical and financial Proposal, in a sealed envelope. We confirm that we have read the TOR Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

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

\_\_\_\_\_

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

**Form – T2**

**FIRM DETAILS**

1. Details of the Firm/ Bidder
  - 1.1. Name of Firm/ Bidder: \_\_\_\_\_
  - 1.2. Address: \_\_\_\_\_
  - 1.3. Tel No. (with code) : \_\_\_\_\_
  - 1.4. Contact person: \_\_\_\_\_
  - 1.5. Name and Designation \_\_\_\_\_
  - 1.6. Address, Telephone No. and Email address \_\_\_\_\_
2. Type of Company (Govt./ Govt. undertaking/ Public Limited/ Private Limited/ Partnership/ Proprietary) \_\_\_\_\_
3. Date of incorporation with documentary evidence \_\_\_\_\_
4. Registration detail of firm with documentary evidence \_\_\_\_\_
5. Legal status of the company (with supporting) \_\_\_\_\_
6. Service tax registration no. \_\_\_\_\_
7. Brief structure of the firm \_\_\_\_\_
8. We agree with all the terms and conditions of this TOR document.

\_\_\_\_\_  
**Authorized signatory**

**Name:**

**Date:**

**Name of the Bidder with seal**



**Form – T3**

**FINANCIAL CAPABILITY**

The following format shall be used for statement of financial capability of Bidders:

<b>Year</b>	<b>Annual Turnover</b>
2014-15	Fill details
2013-14	Fill details
2012-13	Fill details
Average	Fill details

**Instructions:**

For the purpose of qualification:

1. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
2. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

**Form – T4**

**DETAILS ON KEY PERSONNEL**

<b>Name of The Firm :</b>						
<b>S.No.</b>	<b>Name of the personnel</b>	<b>Designation</b>	<b>Educational Qualifications</b>	<b>Year of experience</b>	<b>Details of Similar nature of work undertaken</b>	<b>Assigned for the proposed work (Full time/ part time) with key responsibilities</b>

**Form – T5**

**CURRICULUM VITAE OF KEY STAFF**

1. Proposed Position:

2. Name of Firm:

[Insert name of Bidder proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]

10. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year To Year]

Authority:

Positions held:

12. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

-----

[Signature of staff member]

Full name of staff member

Date:

Place:

\_\_\_\_\_  
Signature of the Bidder

**Form – T6**

**FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET**

Assignment Name:			
Name and Address of Client:			
Location:		Project cost (in rupees):	
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):	
Name of Associated Consultants, if any:			
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above			

Name of the Bidder:

\*Bidder needs to furnish completion certificates for supporting for all the completed projects as per Technical criteria.

**Form – T7**

**MEMORANDUM**

**Name of Work:** Selection of Technical Consultant for preparation of feasibility report and detailed designing for River front development

I/We agree to keep the quoted rate open for acceptance for 6 months from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Noida.

\_\_\_\_\_  
Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

**Form – T8**

**UNDERTAKING**

**Name of Work:** Selection of Technical Consultant for preparation of feasibility report and detailed designing for River front development

I confirm that I/Applicant do not have any pending litigation & non-performing contracts during last 5 years. Further, I/Applicant have not been barred by Government of India/ any State Government/ Government agency, Supreme Court.

I confirm that we do not have any litigations pending with the NOIDA as on date of opening of technical Application.

\_\_\_\_\_  
Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

**Form – T9**

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for Selection of Technical Consultant for preparation of feasibility report and detailed designing for River front development of Noida in response to the TOR Document dated \_\_\_\_\_ issued by New Okhla Industrial Development Authority(NOIDA), (the Authority) including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the Authority or any other authority, and providing information / responses to the Authority, representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the TOR Document and further till the Contract is entered into with the Authority and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

*All the terms used herein but not defined shall have the meaning ascribed to such terms under the TOR Document.*

**Signed by the within named**

.....**[Insert the name of the executant company]**

**through the hand of**

**Mr. ....**

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**



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

**Attested**

.....  
**(Signature of the executant)**  
**(Name, designation and address of the executant)**

.....  
**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**WITNESS**

1. ....  
**(Signature)**  
**Name** .....  
**Designation**.....

2. ....  
**(Signature)**  
**Name** .....  
**Designation**.....

Notes:

- (1)** The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2)** In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3)** Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

**Form – T10**

Detailed Approach and Methodology for execution of this project

**Form – F1**

Date:

To

**Office to Chief Architect Planner (CAP)  
Main Administrative Building  
Noida Authority – Sector 06  
Noida, Uttar Pradesh- 201301**

**Sub:** Selection of Technical Consultant for preparation of concept plan and feasibility report of River front Development.

Dear Sir,

I/we have read and examined the TOR document, general terms and conditions for the work.

I/we hereby quote for NOIDA of the consultancy specified in the TOR within the time specified at following rate:

S.no	Activity	Quoted Fees
<b>A</b>	<b>Lump Sum Fees for concept planning, feasibility, surveys and statutory approvals)</b>	Lump sum INR..... (..... in words)
<b>B</b>	<b>Detailed Designing (Project cost to be assumed at 50 crores. This is only indicative and actual project cost shall be based on feasibility report which may vary on multiple factors). This cost is for bid comparative purpose only.</b>	Percentage .....of completed project cost
	<b>Total</b>	INR.....(..... In words)

The Financial Bid submitted is unconditional (inclusive of all taxes, duties, levies, out of pocket expenses, professional fee etc excluding service tax) and fulfills all the requirements of the TOR Document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive

\_\_\_\_\_

Signature and Name of the Authorised Person

\_\_\_\_\_

Section VI: Standard Conditions (SC)

**29. GENERAL PROVISIONS**

29.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of this project or these terms shall be subject to the exclusive jurisdiction of the courts of district courts of Gautam Buddha Nagar, India and High court of Allahabad.

29.2. Notices

29.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

29.2.2. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

29.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Authority or the Successful Bidder may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

29.4. Taxes and Duties

The Consultant and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.

29.5. Fraud and Corruption

29.5.1. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

29.5.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

29.5.3. "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;

29.5.4. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

29.6. Measures to be taken

The Authority will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract

### **30. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT**

#### **30.1. Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Authority. The date the Contract comes into effect is defined as the Effective Date.

#### **30.2. Commencement of Services**

The Consultant shall begin carrying out the Services from the Effective Date or any such date as specified by the Authority.

#### **30.3. Expiration of Contract**

Unless terminated earlier pursuant to Clause SC 30.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in TOR Document.

#### **30.4. Modifications or Variations**

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### **30.5. Force Majeure**

30.5.1. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

30.5.2. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

30.5.3. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

30.5.4. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract.

#### **30.6. Termination**

##### **30.6.1. By the Authority (NOIDA)**

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause SC 30.6.1. In such an occurrence the

Authority shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).

- i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Authority has engaged in any of practices as defined in clause 29.5 competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 36 hereof.

#### 30.6.2. By the Consultant

The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this Clause SC 30.6.2

- i. If the Authority fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 35 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.  
If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- ii. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 36 hereof.

#### 30.7. Payment and Penalties upon Termination

Upon termination of the Contract pursuant to Clauses SC 30.6.1 or 30.6.2, the Authority shall make the following payments to the Consultant: (a) payment pursuant to Clause 34 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause SC 30.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 30.6.1, then Authority may encash the performance security and/or recover any charges from the Consultant as may be deemed fit by the Authority.

### **31. OBLIGATIONS OF THE CONSULTANT**

#### 31.1. General

The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### 31.2. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards

and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

### 31.3. Conflict of Interests

The Consultant shall hold the Authority's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### 31.4. Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

### 31.5. Confidentiality

Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### 31.6. Consultant's Actions

The Consultant shall inform the Authority in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,
- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant

### 31.7. Reporting Obligations

The Consultant shall submit to the Authority the reports and documents specified in deliverables section of TOR Document, in the form, in the numbers and within the time periods set forth in the TOR Document.

### 31.8. Documents Prepared by the Consultant to be the Property of the Authority

- i. All designs, models, concepts, plans, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. All the original images should be submitted to the Authority.
- ii. The Consultant may retain a copy of such documents and software. However, for any future use of these documents, the consultant should take approval of the Authority.

### 31.9. Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.



#### 31.10. Site office

The Consultant shall have a working site office in Noida with all full time expert to be permanently stationed at site office along with requisite part time/support staff as required during various phases. Consultant shall have their own equipment's/computers/software's etc at their own cost for the entire duration of the project.

### **32. CONSULTANT'S PERSONNEL**

#### 32.1. Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### 32.2. Removal and/or Replacement of Personnel

- i. Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- ii. If the Authority finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- iii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **33. OBLIGATIONS OF THE AUTHORITY**

#### 33.1. Assistance and Exemptions

The Authority shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

### **34. PAYMENTS TO THE CONSULTANT**

#### 34.1. Contract Price

The contract price will be payable in Indian Rupee.

#### 34.2. Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the TOR Document. No escalation in fees is permitted and Noida Authority shall pay consultant as per agreed fees/quoted fees as per tender document.

- 34.3. "NOIDA shall, within 30 days from the date of receipt of the invoice along with supporting documents pay to the consultant, the fees in accordance with key activities/milestones mentioned in this RFP"

### **35. GOOD FAITH**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **36. SETTLEMENT OF DISPUTES**

#### **36.1. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **36.2. Arbitration**

If the Parties are unable to resolve a dispute amicably through discussion or conciliation, the dispute may be referred to Arbitration. CEO of Noida Authority shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court as the case may be

### **37. ADDITION AND ALTERATION**

37.1. If it is found after call of tender for development and construction of the project, that the acceptable tender is not within the amount sanctioned then the Consultant shall if so desired by the Authority take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Consultant shall not be paid anything extra for such modification. If the Authority is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.

37.2. The Consultant shall not make any deviation, alterations, additions to or omission from the work shown/ described and awarded to the contractor except through and with prior approval of the CEO, NOIDA or any other officer authorized by him, in writing.

### **38. NUMBER OF DRAWING SETS AND COPY RIGHT**

38.1. All the estimates, bill of quantities with detailed measurements, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings or other services/ utilities (internal and external) would be supplied by the Consultant as required for submission to all the local bodies and other authorities plus sets required by the Authority itself being no less than ten sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the property of the Authority and it will have the right to use the same anywhere else but only at its own risk and responsibility.

38.2. The drawings cannot be issued to any other person, firm or authority, except to the associates and sub consultants of the Consultant or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Authority and / or its authorized representative.

### **39. ABANDONMENT OF WORK**

- 39.1. If the Consultant abandon the work for any reasons whatsoever or become incapacitated from acting as Consultant as aforesaid, the Authority may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Authority subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement or fees paid till time of abandonment whichever may be higher.
- 39.2. Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

### **40. GUARANTEE**

- 40.1. The Consultant shall agree to re-design at his cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within six months from the date of start of regular use of the portion of work affected.
- 40.2. The Authority shall grant right of access to the Consultant of these portions of the work claimed to be defective for inspection.
- 40.3. The Authority may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the above clause.

### **41. DETERMINATION OR RECESSION OF AGREEMENT**

The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- 41.1. If the Consultant being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 41.2. If the Consultant is in breach of any of terms of agreement
- 41.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers :
- 41.4. To determine or rescind the agreement
- 41.5. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

### **42. GENERAL**

- 42.1. The Consultant shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any and also ensure that the work is carried out in accordance with drawings, specifications and conceptual plan.
- 42.2. The Authority will get the work of Consultant and/or his sub-consultants supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimate and designs.
- 42.3. The appointment of the Authority's own supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy their requirement.

- 42.4. The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the Authority in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.
- 42.5. The Consultant shall indemnify and keep indemnified the Authority against any such claims and against all cost and expenses paid by the Authority in defending itself against such claims.
- 42.6. It is hereby further agreed between the parties that the stamp duly payable under the law in respect of this agreement shall be borne by the Consultant.

**(END OF DOCUMENT)**