

		Kindly clarify the length of the rivers to be studied for feasibility report and tentative extent of the pilot project area.	
4.	Section II: Terms of Reference Clause 4 – Detailed designing	“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” Clarification: The financial proposal shall be both for feasibility report and detailed designing of the river front. However, the statement says the payment terms shall be as per COA guidelines, which can be done after the identification of the site for pilot project. Kindly clarify whether the cost of detailed designing can be altered after approval of feasibility report.	For detailed designing, fees has to be quoted of percentage of completed project cost and payment schedule of that stage may be as per COA guidelines or equivalent relevant guidelines as decided by Noida Authority. For clarification, fees for planning, feasibility, surveys and approvals shall be on lumpsum basis.
5.	Section II: Terms of Reference Appointment of additional consultants	Will additional consultants like hydraulic consultants and water management consultant, engaged separately by the Noida authority? If so, when and what terms will they be engaged as their inputs will be required throughout the project	As stated in the RFP, the authority will be engaging a separate consultant for Hydraulic study. (Refer Page 8, point 5 of RFP). The consultant would co-ordinate with the hydraulic consultant and he would be available for inputs as and when required by the consultant
6.	Section II: Terms of Reference Additional surveys	The EOI says that surveys will have to be done by the appointed consultant. However, such surveys will also be required by other consultants. It would be better if surveys can be separated from the scope of the current EOI. The same can be done and provided by Noida Authority separately	The conditions given in the RFP remain unchanged The authority will facilitate/ provide access to data wherever available. Additional surveys, if any will have to be undertaken by the consultant. (Refer point 4, page 8 of RFP)
7.	Section II: Terms of Reference Topographic survey	We request you to kindly clarify that whether topographical survey is required for the entire stretch of Hindon and Yamuna or there is some selected development sites	The survey is required for the entire project area (Refer point 2, page 8 of the RFP)
8.	General	During the rainy season, due to flooding site studies may have to be suspended. Relaxation for such conditions should be included in the TOR	The conditions given in the RFP remain unchanged.
9.	General	Noida authority will have to facilitate collection of primary and secondary data. The same should be mentioned in the EOI	The authority shall assist in primary and secondary data collection wherever possible. The authority will appoint a nodal officer for the project who shall assist in obtaining all data wherever possible.
10.	Clause II.III -Team composition	As one of the project objectives is riverfront development, pollution abatement and development on Ghats as international tourist spot. For this, consultant has to work on	The conditions given in the RFP remain unchanged. Structural designer/engineer with experience of 15 years is required as team member for this project with river

		river training works (concrete retaining walls, boulder pitching etc.), treatment of sewage generated from proposed toilets, sewerage network (whether connected with city sewerage lines or onsite treatment), drinking water facility on Ghats (either from city supply lines or through onsite treatment), Road/ Pathways design, Solid waste management, storm drains design, analysis of geotechnical/ geology reports etc. All these activities require full time civil engineer with multi-disciplinary experience. Therefore, we request you to kindly give us flexibility to propose civil engineer in team composition either full time project director or team leader.	front experience.
11.	Page 11, Clause II.III -Team composition	<p>a) Environmental Expert: We request that we be allowed to hire a sub-consultant for the position of Environmental Expert since most firms outsource this function to specialist consultant</p> <p>b) Landscape architect: We request that the minimum qualification for the Landscape Architect be changed to Architecture to allow us to use consultants having experience specific to river fronts</p>	<p>a) Sub-contractor can be deployed. However the requirement of consultant as per Clause II.III is full time</p> <p>b) The conditions given in the RFP remain unchanged.</p>
12.	Page II.II, Clause II.II Deliverables and Timelines	<p>a) Inception Report: We request that the time given for submitting the inception report be extended to T+2 months since we will require some time for the project mobilisation. We would also request that the subsequent deliverables be pushed forward accordingly</p> <p>b) Obtaining Statutory Approvals/ finalisation of master plan approval: We request that if approvals are delayed beyond the time given, the time schedules for subsequent activities including finalisation of master plan should move forward based on time delays in the approvals.</p> <p>c) Detailed Design: We request that the time provided for detailed design be increased from 4 months to 6 months</p>	<p>The conditions given in the RFP remain unchanged.</p> <p>Delays in obtaining approvals and hence delay in subsequent activities shall be considered by the Authority.</p> <p>The conditions given in the RFP remain unchanged.</p>
13.	Page 17, Clause 26 Payment terms:	We request that the fee payable at the time of preparing the Area Assessment Report be increased to 20% to cover costs of data collections and surveys	No change
14.	Page 12, Section III: Instruction to	As per Section III, Instruction to Bidders, consortium is not allowed,	Clause III, General Conditions, Page 12 to be read as:

	Bidders Consortium	please clarity.	<p>General Conditions</p> <p>1. Number of Proposals and respondents</p> <p>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. Consortium is allowed.</p>
15.	Consortium-Documents to be submitted	In case of consortium, please let us know what documents need to be provided as proof of association of the members? We also request you to provide any standard format for such submissions	The consultant is required to submit letter of association on lead members letter head signed by all parties stating their commitment for this project and roles and responsibilities of respective firms. Also, Form 11, enclosed shall be filled by consortium member.
16.	General- Map/ Satellite image	We would request you to provide a map/ satellite imagery showing the area of intervention	Master plan of Noida is available. No satellite imagery is available and shall responsibility of the consultant.
17.	Data already available	<p>We would like to avoid the costs of duplicating data already available. Please let us know if the following information is available with the Noida Authority</p> <ol style="list-style-type: none"> a) Satellite images b) Topographical/ Total Station Surveys c) Land Use and Land Ownership Records d) Master Plan and Basic Drawings of the Area of Intervention in CAD format e) GIS Data and CAD Drawings fir the Area of Intervention showing location of utilities etc. f) Traffic studies and Surveys g) Zonal / Sectoral plans (AutoCAD drawings) h) GDCR report i) River hydrology reports, flood levels over a 20 yrs. period, banks erosion, scouring etc., banks and bed protection, any aerial photographs, river sediment data j) River pollution/water quality reports/records k) Environmental reports particularly of the river and river banks l) Air pollutions/air quality 	Noida Authority shall provide all data which is available such as master plan, layout plans, any existing traffic studies if undertaken, land use and land ownership records, drainage and sewerage treatment details and any other information which is available. Further, wherever applicable,the authority shall assist in primary and secondary data collection. The authority will appoint a nodal officer for the project who shall assist in obtaining requisite data wherever possible. Other surveys required for this project shall be responsibility of the consultant for conducting feasibility.

		<p>records/reports</p> <p>m) Geological map of the target area; geomorphological maps; geological studies of the area</p> <p>n) Key stakeholders and relevant governmental institutions and authorities</p> <p>o) Existing drainage plan of the Noida city</p> <p>p) Location and capacity of the Sewage treatment plants in the related stretch of the river or those proposed</p>	
18.	Page 19, Clause 27.2- Minimum Technical and Financial Criteria	The minimum eligibility criteria for the project should be 80% of the proposed riverfront project's assumed cost. Thereby, a completion certificate of project cost of 40 Cr. should be the eligibility condition.	<p>The eligible project cost has been reduced to 40 Cr.</p> <p>Clause 27.2, Page 19 to be read as :</p> <p>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 40 crores.</p>
19.	Page 19, Section 27.6.4 – Minimum technical and financial criteria	<p>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.</p> <p>We request you to kindly remove this clause for international projects. It is difficult to get the performance or completion certificate from the clients with in short duration to submit the bid.</p>	The conditions given in the RFP remain unchanged.

Form – T11 (To be included in case of consortium)

Power of Attorney to be provided by each of the Members of the Consortium (other than the Lead Member) in favour of the Lead Member

WHEREAS New Okhla Industrial Development Authority ('Authority'), has issued Terms of Reference (TOR Document) for inviting Bids for **Selection of Technical Consultant for preparation of**

concept plan and feasibility report of River front development on the terms and contained in the TOR Document;

AND WHEREAS (Insert names of all Members of Consortium) the Members of the Consortium are desirous of submitting a Bid in response to the TOR, and if selected, undertaking the responsibility of providing 'Technical Consultancy Services' to the Company as per the terms of the TOR Document;

AND WHEREAS all the Members of the Consortium have agreed under the Letter of Association dated entered into between all the Members and submitted along with the Bid to appoint (Insert the name and address of the Lead Member) as Lead Member to represent all the Members of the Consortium for all matters regarding the TOR Document and the Bid;

AND WHEREAS pursuant to the terms of the TOR Document and letter of association, we, the Members of the Consortium hereby designate M/s (Insert name of the Lead Member) as the Lead Member to represent us in all matters regarding the Bid and the TOR Document, in the manner stated below:-

Know all men by these presents, I (Insert name and address of the registered office of the Member) do hereby constitute, appoint and authorize(name and registered office address of the Lead Member), which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium's Bid in response to the TOR dated _____ issued by Authority including signing and submission of the Bid and all documents related to the Bid as specified in the TOR Document, 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 shall be further authorized for making representations to the *Authority* named in the TOR Document, and providing information / responses to the *Authority* named in the TOR Document, representing us and the Consortium in all matters before the *Authority* named in the TOR Document, and generally dealing with the *Authority* named in the TOR Document and/or any other authority in all matters in connection with our Bid, till completion of the bidding process in accordance with the TOR Document and further till the Contract is entered into with the Authority and thereafter till the expiry of the Contract.

We, as Members of the Consortium, 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.

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.....(if applicable)

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 chartered 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).