

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Terms of Reference (ToR)

**Selection of Consultant for Geographic Information System(GIS)
Mapping and Survey for Village Abadi in Noida**

January 2014

OSD(M)

New Okhla Industrial Development Authority
Main Administrative Building, Sector-6, Noida
District Gautam Budh Nagar - 201301
Uttar Pradesh, India

Bid Advertisement

REQUEST FOR PROPOSAL

Consultancy Services for Geographic Information System Mapping and Survey for Abadi Villages in Noida

New Okhla Industrial Development Authority (hereinafter referred to as "NOIDA" or "the Authority") intends to hire consultancy services for Geographic Information System Mapping and Survey of the abadi villages in Noida.

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

The consultant shall carry out the GIS mapping of the abadi villages of Noida by satellite imagery, ground verification and surveys. The scope shall include mapping of the details on GIS platform of the existing topography, structures and buildings, infrastructure and demographics of Village abadi of Noida.

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

- Sole proprietorship, registered partnership firm, public limited company, private limited company. The firms and companies should be registered in India.
- The Applicant should have successfully completed consultancy work of similar nature during last 5 years in carrying out Urban/Rural level GIS mapping, social assessments and surveys and ground verifications.
Three similar completed consultancy works of minimum area of 600 hectares each OR
Two similar completed consultancy works of minimum area of 900 hectares each OR
One similar completed consultancy work of minimum area of 1200 hectares
- Adequate manpower with requisite experience and qualification as per the TOR
- The average annual turnover of the Applicant from similar services during past 3 years should be INR 50 lakh.

The terms and conditions along with eligibility and evaluation criteria have been detailed in the tender document. The interested applicant can obtain the RFPs from Vijaya Bank, Sector – 6, Noida during the sale period of tender, upon a written request accompanied by a demand draft of Rs. 5,000 plus VAT (Rupees Five thousand only) in favour of New Okhla Industrial Development Authority, payable at New Delhi/ Noida.

Key Dates	
Issuance of bid documents	On all working days from 06.01. 2014 to 20.01.2014 during working hours
Pre-bid meeting	On 24.01.2014 at 1100 hours
Last date of submission of bids	On or before 31.01.2014 upto 1500 hours
Opening of technical bids	On 31.01.2014 at 1530 hours
Opening of financial bids	To be communicated later

Noida reserves the full right to change the project scope and/ or terminate the bid 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, contact below

DCEO(R)
Noida Authority – Sector 6, Noida, Uttar Pradesh- 201301
Website- www.noidaauthorityonline.com

Disclaimer

This Terms of Reference (TOR Document) for “Consultancy Services for Geographic Information System Mapping and Survey for Abadi Villages in Noida” 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.

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Section I: General Information

I.I. Background

Noida, an acronym for the New Okhla Industrial Development Authority, was developed near Delhi, across river Yamuna, in the 1970s as a modern industrial city. There has been extensive growth of population in Noida during the last two decades and the population is estimated to be more than half a million.

Noida is known to be one of the largest planned industrial townships of Asia and has evolved as a contributor to economic growth of the National Capital Region and India. The area of Noida city is 203 Sq Km. Noida has around 81 Abadi Villages. Noida plans to implement digitization of the village areas in the district in phased manner. In first phase, Noida plans to digitalise 24 village abadi of Noida. Details of these villages are provided in Form T-11.

The map of the village abadi areas shall be available on a Geographic Information System (GIS), providing relevant information to the authorities, and going forward, to the citizens. The information shall be duly updated periodically, and the same shall be used in monitoring growth.

With this background, the Authority now invites interested bidders to submit their proposal for 'Consultancy Services for Geographic Information System Mapping and Survey for Abadi Villages in Noida' as per provisions of this TOR Document.

NOIDA will select the Bidders on the basis of evaluation criteria mentioned in this TOR Document. On the basis of evaluation criteria, the Consultant would be selected for the project.

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

Issuance of Terms of Reference (TOR Document)	On all working days from 06.01.2014, to 20.01. 2014 during working hours
Pre bid meeting	On 24.01.2014 at 1100 hours (Noida Authority, Sector 6)
Last date of submission of bids	On or before 31.01.2014 up to 1500 hours
Opening of technical bids	On 31.01.2014 at 1530 hours
Opening of financial bids	To be communicated later

I.III. Content of the TOR Document

The TOR Document comprises of the contents as listed below:

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

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

Mr Ritu Raj Vyas
Noida Authority – Sector 6
Noida, Uttar Pradesh- 201301
Phone – 9582793118
Email: Riturajvyas04@gmail.com

Section II: Terms of Reference

II.I. Scope of Work

The scope of work is limited to the village abadi areas under the jurisdiction of NOIDA. The area of Noida city, Gautam Buddha Nagar district is 203 km², and in first phase only 24 villages will be covered. The list of 24 villages is provided in FORM T-11 of this document.

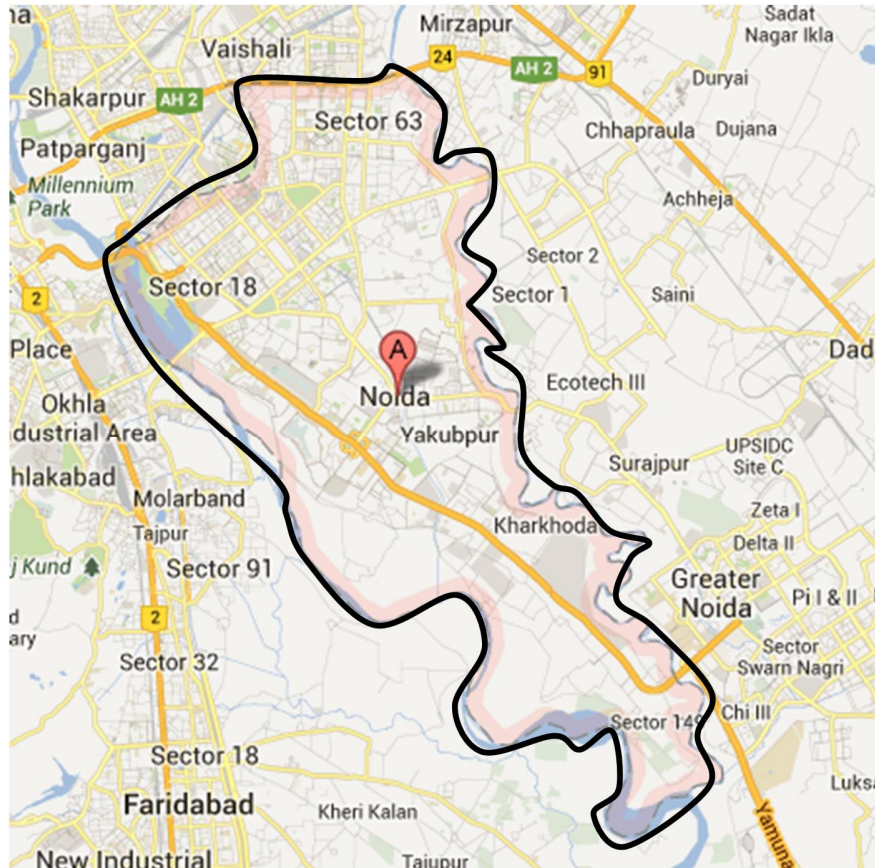


Figure 1: Noida city map

However, area of gridded sectors adjoining to villages should be shown in village maps to facilitate marking of approaches.

The primary objective is the identification of village abadi area from a demographic perspective. Further to this, preparation of the base map, preparation and updation of existing land use maps along with ground verification, creating land / property information, are the other key activities. The data will subsequently be used for the following:

- City planning
- Urban development
- Creation of property records

Accordingly, the scope of the project would include but not be limited to the following:

- Detailed mapping of the existing village abadi of Noida area by procuring the latest satellite imagery and carry out geo referencing of the satellite imagery using ground control points collected through Differential Global Positioning System (DGPS) survey and undertaking ground verification of all features to ensure accuracy.
- The details that need to be covered under the survey are
 - All physical and topographical features, cadastral boundaries and necessary plan metric details
 - All streets, properties, houses and man-made structures
 - Capture the following details of the above mapped structures
 - Kuchcha/ pucca structures
 - Dimensions of the structure, open and covered areas, total size of the plot
 - Details of the owner, tenant and occupant
 - The layout of the neighbourhood including lanes, by lanes, and roads
 - Village maps should include adjoining sectors portion as a integrated mosaic
 - Entry roads to villages should be sequentially numbered and also village internal streets should be numbered in sequence.
 - Village maps should indicate points for appropriate signage.
 - Other common land areas and places of public use
 - Household and family- demographic data regarding the residents of the villages
 - Infrastructure developments and any other developments in the area
 - All social and community infrastructure existing in the area
- Detailed digitization and mapping of the above information on GIS platform, at a scale of 1:2000
- Establishing a mechanism for periodic updating of the GIS database
- Training and transfer to the officials of NOIDA

II.II. DELIVERABLES AND TIMELINES:

The entire project (Phase I) is expected to be carried out as per the following timelines:

Stage	Estimated Duration (T)
Inception Report	T +15 days
Submission of Ground verified GIS base maps	T + 90 days
Completion of surveys of all area covering agreed attributes	T + 120 days
Submission of draft report	T+ 135 days
Training	T+ 150 days
Total	5 months

Activities which can be undertaken parallelly shall be done to complete the project as early as possible.

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.
- 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. Bidder shall assess on its own cost by visiting villages regarding estimation of abadi area out of notified area as provided in this bid.
- 2.3. 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 be deemed 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

- 9.1. The technical proposal and financial proposal shall be sealed in separate envelopes and put in one single outer envelope clearly bearing the following identification: "Selection of Consultant for Geographic Information System Mapping and Survey for Abadi villages in Noida"

- 9.2. The proposals shall be addressed to:

OSD(M)

Main Administrative Building,

Noida Authority – Sector 6,

Noida, Uttar Pradesh- 201301

- 9.3. The envelope shall indicate the name, address and contact number of the Bidder

- 9.4. 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 1500 hours IST on 31.01.2014, to the address provided in Clause 9.2 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 **Jan 31, 2014** 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 9.2 so as to reach Authority on or before Jan 24, 2014. All applicants 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 the 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 utilise 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 qualified and 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 (LoI) that its bid has been accepted.

22. Acknowledgement of LoI and Execution of Project Agreement

22.1. Within one (1) week from the date of issue of the LoI, the Successful Bidder shall acknowledge the LoI and return the same, duly accepted, to NOIDA. The Successful Bidder shall execute the Project Agreement within two (2) weeks of the issue of LoI.

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 LoI shall constitute sufficient grounds for the annulment of the LoI, 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. Performance Security

23.1. To fulfill the requirement of performance security during the implementation period, the Successful Bidder will deposit INR 2,50,000/- in form of FDR/CDR/DD drawn on any Nationalised Bank (in favour of NOIDA) valid for three months after completion of job or 6 months from the date of Letter of Intent whichever is later.

23.2. Before the contract is awarded to the Bidder, an agreement (to be given later) will have to be signed by the Successful Bidder at his cost on proper stamp paper.

D. Project Financial Terms

24. Fee for the Project

- 24.1. The fee shall include all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- 24.2. 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.
- 24.3. The Consultant shall have to make all arrangements for the staff at their own cost.
- 24.4. Fees shall include License cost if any for using the digital maps on GIS platform
- 24.5. Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.

25. Cost to be borne by Noida

- 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. Cost of procuring the latest satellite imagery as discussed and agreed b/w Consultant and Noida Authority

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.

S. No.	Key Activities/ Milestones	Payment (% of total fee)
1	Submission of Inception Report	5%
2	Submission of ground verified GIS base maps	30%
4	Submission of draft maps on GIS platform consisting of demographic data from surveys and complete GIS mapping	30%
5	Approval from Noida Authority	30%
6	Completion of Training	5%
	TOTAL	100%

Section IV: Technical Criteria and Evaluation and Selection Process

27. Minimum Technical and Financial Criteria

The Bidder's 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. Sole proprietorship, registered partnership firm, public limited company, private limited company. The firm/ company should be registered in India and should have at least 5 years of experience. No consortium is allowed.

27.2. The Bidder should have successfully completed consultancy work of similar nature during last 5 years ending last day of the month previous to the one in which the tenders are invited for subject tender.

- Three similar completed consultancy works of minimum area of 600 hectares each OR
- Two similar completed consultancy works of minimum area of 900 hectares each OR
- One similar completed consultancy work of minimum area of 1200 hectares

NOTE: The definition of 'similar consultancy work' with reference to the clause 27.2 includes the following scope of work executed in a single project.

- Acquisition of Satellite imagery
- Preparation of digitalised base maps on GIS platform
- Social survey and assessment
- Undertaking ground verifications of multiple attributes

27.3. The average annual turnover of the Bidder during past 3 years should be INR 50 lakhs from similar services.

27.4. The Bidder shall provide details of manpower as per the qualifications and requirements under Form T4

27.5. The Applicant should not have any litigations pending with the NOIDA as on date of opening of technical bid.

27.6. The Bidder 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. Documentary proof of ownership of legally licensed GIS software

27.6.4. CVs of key personnel

27.6.5. Performance/completion certificate from previous clients for completed works for the last five years stating clearly nature of work, start and end date and consultancy fees.

27.6.6. Audited balance sheet, profit and loss account and statement of turnover for last three years

27.6.7. Service tax registration number and copy of the last return filed

27.6.8. 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 per clause 28.1 and would select the Successful Bidder.

All Bidders meeting the technical criteria as per clause 27 and having responsive bids as per clause 16 would be invited to make a presentation in front of NOIDA committee (the date for the same shall be communicated later).

On the basis of the evaluation as per clause 28, the mandate would be awarded to the selected consultant (“Successful bidder”) for undertaking the services as mentioned in the Terms of Reference (Section – II).

28.1. Evaluation of Technical Proposal

S. No.	Evaluation parameter	Maximum Marks	Eligible Documentary Evidence
E1	Average Annual Turnover from Consultancy Services INR 50 lakh to 200 lakh ---- 5 Marks INR 200 lakh and above ----- 10 Marks	10	Audited Financial Statements
E2	Relevant Work Experience Meeting eligibility as per clause 27.2--- 10 Marks One Eligible project above minimum eligibility – 20 Marks More than one eligible projects- 30 marks	30	Completion certificates
E3	Experience of Key Personnel	30	Form T4, Form T5
	Team Leader (1)	10	
	Urban Planning Expert (1)	5	
	GIS Specialists (5)	5	
	Surveyors (10)	10	
E4	Approach and methodology	30	
	Approach and methodology	10	Form T10
	Presentation on the approach and methodology submitted under the proposal (Date to be communicated to shortlisted applicants at later stage)	20	
	Total (E1+E2+E3+E4)	100	

Minimum score of **70** is required in the evaluation process. Only those bids having minimum score would be considered 'Qualified' and eligible for opening of financial bids.

28.2. Evaluation of Financial Proposal

28.2.1. The financial proposals of only technically shortlisted Applicants (qualified bidders) will be opened.

28.3. Selection Process

The qualified bidder with the lowest financial quote per Hectare shall be selected for the award of the project.

Section V: Proforma 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

OSD(M)

Noida Authority – Sector 6

Noida, Uttar Pradesh- 201301

Uttar Pradesh, India

Subject: Selection of Consultant for Geographic Information System Mapping and Survey for Noida

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 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.

We remain,

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:

Year	Annual Turnover
2012-13	Fill details
2011-12	Fill details
2010-11	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

Name of The Firm :						
S. No.	Designation and numbers(Minimum)	Educational Qualification	Years of Experience	Name of the Personnel	Details of Similar nature of work undertaken	Assigned for the proposed work (Full time/part time)
1	Team Leader(1)	Masters in Architecture/ Urban Planning/similar	15+ years Experience in Urban planning and related fields like GIS, Remote Sensing Utility maps etc.	Fill details	Fill details	Fill details
2	Urban Planning Expert(1)	Masters in Architecture/ Urban Planning	10+ years' experience in Planning with GIS expertise-Preparation of Base Maps, Master Plans, Area Plans, Urban Town Planning schemes.	Fill details	Fill details	Fill details
3	GIS Specialists- (5)	Bachelors in Urban planning/ Graduate in Engineering	5 years experience in GIS software	Fill details	Fill details	Fill details
4	Surveyors- (10)	Diploma in Civil Engineering or allied courses	5 years experience in surveying	Fill details	Fill details	Fill details

NOTE: Please attach the CVs of each of the personnel

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 (Month/Year):	date	Completion (Month/Year):	Date
			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 Consultant for Geographic Information System Mapping and Survey for Noida

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 Consultant for Geographic Information System Mapping and Survey for Noida

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 Consultant for Geographic Information System Mapping and Survey for 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

Approach and Methodology

Please provide the following details under approach and methodology description:

- i. Approach to be followed for different items of Scope of Work
- ii. Type and sources of primary/secondary data
- iii. Conduct/Control of Field Operations in different locations
- iv. Data Analysis, Quality control measures
- v. Any other methodological or other details which the Agency considers imperative for any technical aspect of the assignment

Note: The above guidelines are indicative and may be broadened if required by covering additional points. Please restrict the approach and methodology description to no more than two (2) pages.

Form – T11

List of Villages to be covered in Phase I

Below table is Notified area in Hectares. Actual Abadi area would be much lower than the notified area for which field survey would be required.

S.No	Name of Village Abadi	Notified Area in Hectares
1	Mamora	405.509
2	Makanpur	225.412
3	Chaura Shadatpur	518.144
4	Raghunathpur	137.227
5	Bhuda	83.793
6	Nithari	393.060
7	Gijhod	492.00
8	Nagla Charandas	347.00
9	Naya Bans	1769.00
10	Bhangel Begampur	289.47
11	Chajarsi	134.00
12	Barola	365.99
13	Kakrala Khyaspur	424.29
14	Aaghapur	266.085
15	Chalera Bangar	675.545
16	Chalera Khadar	350.325
17	Gheja Tilpatabad	736.695
18	Hosiyarpur	605.070
19	Khoda	426.72
20	Rasulpur Navada	232.79
21	Hazratpur Wajidpur	86.23
22	Morna	209.71
23	Harola Makhanpur	392.71
24	Naurangabad Khadar	86.23
	Total	9653.005

Form – F1

Date:

To

OSD(M)

Noida Authority – Sector 06

Noida, Uttar Pradesh- 201301

Uttar Pradesh, India

Sub: Selection of Consultant for Geographic Information System mapping and survey for Abadi Villages in Noida

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:

A	Fees per Hectare of area surveyed	INR.....per Hectare. (..... in words)
	Total fee (A)	INR.....per Hectare (..... in words)

The Financial Bid submitted is unconditional (inclusive of all taxes including service tax, duties, levies, out of pocket expenses, professional fee, vetting charges etc.) 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

NAME OF THE BIDDER AND SEAL

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 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 corrupt or fraudulent practices in 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 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.

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.

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.

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.

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 authorised 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 authorised 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 RECESSON 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)