

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Terms of Reference (ToR)

Cost of tender document – Rs 5,000/- + VAT

**Name of Works:-THIRD PARTY QUALITY ASSURANCE WORK FOR PROJECT
WORKSOF NEW OKHLA INDUSTRIAL AUTHORITY FOR PERIOD OF THREE
YEARS**

May 2017

Project Engineer (TAC)
Main Administrative Office
Sector 6, Noida Authority
Noida – 201301

Advt Copy

REQUEST FOR PROPOSAL

Selection of Third party quality assurance consultant for undertaking Field quality assurance project work of Noida for period of three years

New Okhla Industrial Development Authority (hereinafter referred to as "NOIDA" or "the Authority"), plans to hire a technical firm which can assist the authority in ensuring quality of the civil and electrical works being undertaken in NOIDA by the way of conducting regular Third Party Quality Assurance of civil, electrical and Jal works being undertaken in the city.

In this regard, NOIDA invites proposal from interested consultants for services as 'Third Party Quality Assurance Consultant'.

The bidder should fulfil the following technical and financial criteria:

The Bidders must fulfill all the terms and conditions as mentioned below:

- Bidder must be central/state/public sector undertaking providing similar services in last 5 years in India.
- Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.
 - Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender.
 - Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender.
 - One similar completed work costing not less than the amount equal to 80% of estimated cost.
 - Various works refer to work as Third Party Quality Assurance for civil, electrical, water works such as flyover, underpass, high rise buildings, roads, drainage system, tubewells, ranney wells, overhead tanks, under ground reservoir, sewerage pumping stations and treatment plants, deep gravity sewer lines, electric sub station, under ground cabling etc pertaining to development work of township.
- Average annual financial turn over on third party quality assurance of civil/electrical works in roads, buildings and other works should be at least 5 crore each during last 3 consecutive financial years.
- Qualified manpower as per the ToR document

The terms and conditions along with eligibility and evaluation criteria have been detailed in the tender document/terms of reference (TOR). The interested bidders can obtain the TOR 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 in favour of New Okhla Industrial Development Authority, payable at New Delhi/ Noida.

Issuance of TOR Document	From Vijaya Bank, Sector 6, Noida on all the working days from May 22, 2017 to June 05, 2017 during the banking hours
Pre Bid Meeting	At CE (Civil) Office, Sector 6, Noida on June 07, 2017
Date of submission of Technical and Financial Bid	At CE (Civil) Office, Sector 6, Noida on June 19, 2017 upto 1500 hours
Technical bid opening	At CE (Civil) Office, Sector 6, Noida on June 19, 2017 at 1530 hours
Financial bid opening	Date to be communicated later to technically qualified bidders

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 the project should be directed to the contact given below:

Project Engineer (TAC)/Chief Engineer (Civil)

Noida Authority

Sector-06, Noida

Ph: (0120) 2422434

Email: sc_arora538@yahoo.com

Disclaimer

This Terms of Reference (TOR Document) for “Technical consultancy services for Third Party Quality Assurance for the civil and electrical works at NOIDA” (‘the Project’) contains brief information about the Project and selection process for the Successful Bidder (or ‘Consultant’). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bid proposal (the “Proposal”).

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 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. 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 bids 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 bids to be submitted in terms of this TOR Document.

Index

Advt Copy	2
Disclaimer	4
Index.....	5
1. Introduction	6
2. Terms of Reference	8
3. Instructions to Bidders.....	17
A. General Conditions	17
B. Preparation and Submission of Proposals	18
C. Bid Opening.....	21
D. Project Financial Terms	23
4. Qualification Criteria and Evaluation Process.....	24
5. Proforma for Submission.....	28
6. Standard Conditions (SC)	44

1. Introduction

1.1. Project Background

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”), plans to hire a technical firm which can assist the authority in ensuring quality of the civil and electrical works being undertaken in NOIDA by the way of conducting regular Third Party Quality Assurance of all civil, electrical and Jal works being undertaken in the city.

In this regard, NOIDA invites proposals from interested consultants for services as ‘Third Party Quality Assurance’.

1.2. Salient Information

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

Issuance of TOR Document	From Vijaya Bank, Sector 6, Noida on all the working days from May 22, 2017 to June 05, 2017 during the banking hours
Pre Bid Meeting	At CE (Civil) Office, Sector 6, Noida on June 07, 2017
Date of submission of Technical and Financial Bid	At CE (Civil) Office, Sector 6, Noida on June 19, 2017 upto 1500 hours
Technical bid opening	At CE (Civil) Office, Sector 6, Noida on June 19, 2017 upto 1500 hours
Financial bid opening	Date to be communicated later to technically qualified bidders

1.2.2. **The TOR Document comprises of the contents as listed below:**

Section 1 Introduction	1.1. Project Background 1.2. Salient Information
Section 2 Terms of Reference	2.1 Objectives of the project 2.2 Scope of Services

	2.3 Timelines and Deliverables 2.4 Team Composition 2.5 Payment 2.6 Data and services to be provided by the client 2.7. Review and Monitoring of Consultant's work
Section 3 Instructions to Bidders	A. General Conditions B. Preparation and Submission of bids C. Bid Opening D. Project Financial terms
Section 4 TechnicalEvaluation	Technical Evaluation Criteria
Section 5 Pro-forma	Pro-forma for Submission of Bids - Technical Submission Forms – Financial Submission Form
Section 6	Standard Conditions

1.2.3. For any query you can contact the following:

For further queries, please contact:
 Chief Engineer (Civil)/ Project Engineer (TAC)
 Main Administrative Building, Noida Authority
 Sector-06, Noida- 201301
 Ph: (0120) 2422434
 Email: sc_arora538@yahoo.com
 Website: www.noidaauthorityonline.com

2. Terms of Reference

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”), plans to hire a technical firm which can assist the authority in ensuring quality of the civil and electrical works being undertaken in NOIDA by the way of conducting regular Third Party Quality Assurance of all civil and electrical works being undertaken in the city.

The authority is undertaking various types of civil works like Roads, Sewer Works, Construction of footover bridges, elevated roads and flyovers, laying of drains and sewer works, Horticulture and Urban Services, Rural development works and Electrical works. The authority is also building overhead tanks, commercial complexes, Residential, institutional and industrial areas. **The approximate cost of works is around INR 700 cr annually.**

The third part agency, hired for the project will act as an extended arm of the authority to check on the works, and provide regular feedback on various aspects of construction works, and hence ensure timely interventions for defect prevention.

2.1. Objectives of the project

The objectives of the assignment are:

- Assist the Authority in maintaining the quality standards of the civil and electrical works by independent assessment/consultant of quality of works under the project at various stages of construction vis-a-vis the standard and specification defined in the bidding documents, applicable guidelines and in accordance with good engineering practices.
- Assist the authority to monitor timelines and ensure that the projects are progressing as per schedules agreed in the Bidding documents.
- Check the site conditions for compliance to safety standards and Labour Laws.

2.2. Scope of services

The scope of services for the TPQA assignment includes:

i. Project Inception and Audit planning

- At the very beginning of the engagement, the Consultant shall conduct a preliminary assessment of the ongoing works through a quick review of contract documents,

specifications, materials reports and status of the work for the current contracts to obtain understanding of the scope and complexities of the assignment.

- The Consultant will also have discussions with the key stakeholders at the Authority to understand implementation status, basis for site selection, specific concerns of Authority (if any) and the various test requirements.
- After the initial study and discussions, the Consultant will prepare and submit a Project Inception Report cum Audit plan for Quarter 1, within 15 days of signing of contract. The report would at minimum include the following:
 - Detailed methodology for execution of the audits, including the various tests that will be conducted for current projects outlining the pre-test and quality audit procedures, and the reference laboratories.
 - Team deployment schedule
 - Reporting formats including schedule of reporting
 - Reporting and escalation protocols including methodology for integrating the audit results in payment certification system and
 - Audit plan for the first quarter clearly identifying sites to be audited along with specific timelines and the audit stage for each type of work,
 - The frequency and timing of audits of various sites would be agreed in discussion with the Authority, however each site has to be audited at least once during each stage of work and for certification of compliance of reported non compliances.

ii. Execution of audits

- The execution of audits will be in accordance with the approach and methodology agreed in the Inception cum Audit Report. In general the purpose of quality audit exercise is to ensure that the work is executed according quality standards of construction as laid down in applicable guidelines and are in line with good engineering practices. The quality audit at construction sites will include (but not be limited to) the following:
 - The role of quality assurance group shall be limited to the random checks but not less than specified in CPWD/MORTH & other such schedules of activities of construction from the starting stage to the finishing stage. This would involve assisting NOIDA in setting up of the laboratory, collection of samples and

arranging testing, preparation of test reports, reporting to the concerned level of officers through daily, weekly or monthly reports and suggesting interaction with various authorities as and when required and monitoring action taken on observations by executives, reporting through periodical reports and ensuring that the test are being conducted as per the specifications. The periodicity of the checks will be weekly other than extra checks specified by the CCEO/CEO or ACEO/DCEO. Works of more than 10 crores and very important nature shall be checked daily and reported to Authority. Consultant shall be responsible for services of all works costing above INR 50lac or any specific case required by CEO/ACEO/DCEO/PE(TAC). Further, all Field Quality assurance for all village development work undertaken by Authority shall be part of scope of the consultant.

- Assess independently the quality of construction vis-à-vis the standard and specification defined in the bidding documents, applicable guidelines and in accordance with good engineering practices.
- Scope of work includes- Road work: The checking of profile cross level, quality of stone, thickness of various layers in accordance with the provisions of the latest edition of specifications for Road and bridge Works of MORTH.
- Drains, Sewer, water supply, Roads, Building works, electrical works: The checking of quality, reinforcement, levels and workmanship as per relevant IS codes/CPWD/UPPWD specifications and sound engineering practices.
- Review the degree of quality control exercised during the construction through a series of test procedures and suggests necessary improvements.
- Review that the materials have been procured in accordance with the contract agreement and agreed schedule of work.
- Assess if the progress of work is as per scheduled in the contract.
- Carry out required field testing of quality of materials and works
- Review test reports of the materials that were tested by the contractor as required in the individual contract document and review contractors quality management system.
- The scope of work includes all development activities including electrical works, rural development works done by Noida Authority including work allotted to other Govt. agencies as PMC.

- Carry out additional testing of the materials and works where necessary through the approved laboratories in the National Capital Region (NCR).
- Identify and report quality related issues and corrective/remedial measures including assessing compliance of corrective measures proposed in the previous audits. Report on non compliance of earlier audits remarks shall be brought to the notice of the concerned heads of Departments and follow up action taken to get the defects rectified.
- Assist the Authority in resolving the issues related to non compliances. The consultant's responsibility does not end by merely pointing the defects rather they should facilitate the follow up action required to rectify the defects.
- Create photo documentation of quality related issues including its compliances with date and geo tags
- Check and report on compliance to:
 - Labor laws applicable to construction sites, both Central Government and State Government such as (but not limited to) Contract Labor (Regulation & Abolition) Act, 1970 etc.
 - Safety management at the construction sites as per the relevant IS codes such as (but not limited to) IS 3764: Code of safety for excavation work (first revision), IS 5916: Safety code for construction involving use of hot bituminous materials etc.
- In cases, where a special request is given by the Authority, the consultant shall also undertake the following checks
 - Inspect, review and report the adequacy and competence of contractor's staff, labor and machinery.
 - The scope of work of Third Party Quality Assurance Agency does not include the detailed check of drawings, designs, specifications and the tender documents. However as a special case the same can be got done in specific cases after mutual discussion. The scope of work also does not include the check on measurement, bill of quantities etc.
 - Review contractors work program and advice on need for corrective measures.
 - Compliance to environment and social safeguard standards

- Other Requirements/points to be noted:
 - All the apparatus and equipment for the field testing are available with the NOIDA authority/ contractors and the consultants need not get equipment of their own.
 - In general cases, the tests will be performed at the laboratories provided by NOIDA Authority. Such laboratories will be equipped with all necessary equipment. In case of additional equipment/machinery/other charges need to be incurred for modification/up gradation of the testing laboratory, the expenses would be borne by NOIDA by way of direct payment to suppliers/other agencies. Where use of back office laboratory is necessary, consultants will take the samples and get it tested in accredited/approved laboratories. The cost of delivery and testing shall be borne by NOIDA.
 - The Agency will help NOIDA to set up a Testing Laboratory in case required. NOIDA will bear the cost of the equipment/Machinery/other charges incurred in setting up the Testing Laboratory by direct payment to the suppliers/other Agencies. Quality Assurance Team shall provide the list of equipments required. The materials for which tests cannot be done in the NOIDA lab, the samples shall be sent to approved lab and the test house and the cost of delivery & testing shall be borne by NOIDA.
 - Providing equipments for testing done at site would be responsibility of the contractors.
 - The tests shall include all common tests as specified by technical specification and as applicable for each type of works like (a) MORTH, (b) BIS codes, (c) CPWD codes, (d) UPPWD etc.
 - In case any specific quality testing is required by the Authority for any work within the site, it shall be carried out and report shall be furnished within a reasonable time.
 - Field Testing and sampling shall be done in the presence of Engineer/Contractor's representative and shall be photo documented.
 - Field visits shall be carried out 'totally randomly' without advance information to contractors. Consultants would issue site instructions through the Project Engineer.
 - In general circumstances, the defects would be reported to the Project Engineer, and he/she would have the right to issue 'stop work' notice (if required) to the

contractor. However, in 'emergent and urgent' circumstance the TPQA team may issue stop work notice to contractor and immediately inform the Project Engineer and other concerned Senior officers.

- The contract documents along with addendums are the basis of all works to be undertaken under the Project. These are standard documents which will be made available to the Consultant.
- The Contract Documents also refer to special specifications which are specific to individual contracts. This information will be made available to the Consultant.
- All travel costs within the city will be borne by the consultants and their staff.
- Suitable office space would be provided with suitable power connection and running water for proposed number of staff.
- Works of more than 10 cr value and of very important nature will be checked frequently, even daily and the status of work will be reported to the Authority on regular basis.

iii. Reporting

- Audit reports would be prepared for each site and submitted immediately. A delay of not more than three days after completion of the field work will be allowed in exceptional circumstances. In addition to the site level reports, consolidated reports would be submitted every quarter, compiling the findings in the site reports, corrective actions etc. The Consultant may be also required to make presentations on audit findings at the designated forums as and when required by the client.
- The consultant would also submit annual final review report compiling the findings of the quarterly audit reports. Annual review report would be submitted 15 days prior to completion of the Consultant's contract.
- In addition the consultant shall comply with any other reporting requirements as agreed in the project inception stage.
- All reports on non compliances are to be transmitted immediately (on real time basis through email).

2.3. Timelines and deliverables

- The consultancy is expected to start work from date of signing the contract. The contract period shall initially be for 3 years which can be extended later with mutual consent if performance is satisfactory. The consultants shall start audit within 10 days of finalization of audit plan and thereafter within 10 days after the end of each quarter. The Authority will make necessary arrangements to enable the Consultant to conduct audit as per the above schedule.
- The key deliverables for the assignment along with respective timelines are as follows:

<u>Deliverable</u>	<u>Timeline</u>
Inception Report cum Audit Plan	Within 15 days of signing the contract
Site Visit Report	Immediately after completion of the field work
Non compliance event report	Immediate
Quarterly Summary Report	Within 15 days from end of quarter
Final Review Report	15 days prior to completion of the Consultant's contract
Presentation to the ACEO/DCEO on the findings of the audit and suggestions	Every month

2.4. Team Composition

1. NOIDA Authority requires full time deployment of following member team (excluding lab technician/support staff) for a time period of three years for supporting the authority in carrying out quality assurance. **The staff below is specified for quantum of works of INR 100 crores per year. When quantum of work increases, consultant will have to deploy additional staff of equal competency and qualification as per the instruction of Authority. The approx project works in Noida currently are around INR 700 crores annually.**

2. The desired team composition for the project is as follows:

1	GM/Addl. GM/Joint GM	0.10 No.	Engineering Graduate with 20 years of experience out of which min. 15 years in supervision and Quality Assurance
2	Dy.GM	0.25 No.	Engineering Graduate with 15 years of experience out of which min. 10 years in supervision and Quality Assurance
3	Manager	1 No.	Civil Engineering graduate with minimum 10 years experience out of which minimum 3 years in quality assurance.
4	Assistant Manager (3 nos. for civil engineering projects and one for electrical/mechanical project)	4 No.	Diploma holder with minimum 5-8 years experience or engineering graduate with minimum 2-5 years experience out of which minimum 2 years in quality assurance.
5	Engineer (Lab Technician)	1 No.	Should have adequate experience in material testing
6	Computer Typist	1 No.	Computer Diploma with minimum one year experience.

3. Authority has assumed single shift working at site and accordingly manpower has been planned and cost estimates worked out. In case, any time the works at various sites are to be carried out beyond one shift, the consultant has to arrange the staff at no extra cost.

4. Consultant shall arrange for their own transport.

2.5. Payment

- The timesheets for all staff members shall be maintained and submitted to the client at the end of every week.
- The payment shall be made to the firm on the actual expenditure of works supervised by agency in the preceding month. The consultant would be paid on a monthly basis, in accordance with percentage quoted in the commercial/financial bid/negotiated price of

gross payment made by Authority to the contractors. The actual payment may be finalized after adjustments at the end of financial years. If the quality of assurance of any project is not assured by the agency to the satisfaction of Authority, no fee shall be paid for this project, to the agency/consultant and a penalty of 0.25% of project cost will be imposed on consultant for the works not assured. In case, the Agency failed to provide required no. of staff as per clause 2.4, deduction shall be made on pro-rata basis.

2.6. Data and services to be provided by the client

- The Consultant will be provided access to all such information as is necessary to plan and execute the assignment. It shall include List of sites , Contracts/tenders for selected sites, including special specifications, Access to sites, etc

2.7. Review and monitoring of Consultant's work

- Consultant's performance and quality of work will be continuously reviewed by the Authority.
- There would be formal review, quarterly by a committee set up at the Authority at the Inception stage. Unsatisfactory performance will invite penal action including pre closure of contract in accordance with the contract provisions.

3. Instructions to Bidders

A. General Conditions

3.1. Eligible Bidders

The Bidders must fulfill all the terms and conditions as mentioned below:

- 3.1.1. Bidder must be central/state/public sector undertaking providing similar services in last 5 years in India.
- 3.1.2. No consortium is allowed

3.2. Number of Proposals and respondents

- 3.2.1. Each Bidder shall submit only one Proposal, in response to this TOR document. Any Bidder, who submits or participates in more than one Proposal, their bid will be disqualified.
- 3.2.2. The TOR document is not transferable and Proposals shall be submitted only by the Bidder to whom the TOR Document has been issued by NOIDA.

3.3. Proposal preparation cost

- 3.3.1. 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.
- 3.3.2. All papers submitted with the bid are neither returnable nor claimable.

3.4. Right to accept and reject any or all the Proposals

- 3.4.1. 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.
- 3.4.2. NOIDA reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

- 3.4.3. 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:
- i. Either invite the next best Bidder; OR
 - ii. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

3.5. Amendment of TOR Document

- 3.5.1. 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.
- 3.5.2. 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.

3.6. Data Identification and collection

- 3.6.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 3.6.2. It would be deemed that by submitting the Proposal, the Bidder has:
- i. Made a complete and careful examination and accepted the TOR Document in total;
 - ii. Received all relevant information requested from NOIDA and:
 - iii. Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - The Project area
 - Existing data or any relevant information
 - All other matters that might affect the Bidder's performance under the terms of this TOR Document.
- 3.6.3. 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

3.7. Language and currency

- 3.7.1. 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.
- 3.7.2. 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.

3.8. Proposal validity period and extension

- 3.8.1. 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.
- 3.8.2. 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.

3.9. Format and Signing of Proposals/ Bids

- 3.9.1. The Bidder needs to submit their technical and financial proposal in prescribed format (Section V).
- 3.9.2. The proposals/ bids shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 3.9.3. 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.

3.10. Sealing and marking of proposals

3.10.1. The technical and financial bid shall be sealed in two separate envelopes and put into one single envelope clearly bearing the following identification: "Technical consultancy services for Third Party Quality Assurance for project works for Noida for three years" and shall be addressed to:

Chief Engineer (CE- Civil)

Main Administrative Building,

Sector-6, Noida Authority

Noida- 201301

Email: sc_arora538@yahoo.com

Website: www.noidaauthorityonline.com

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

3.10.3. 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.

3.11. Proposal due date

3.11.1. NOIDA, at its sole discretion, may extend the bid due date by issuing an Addendum.

3.11.2. Proposals should be submitted at or before 1500 hours IST on June 19, 2017 to the address provided in Clause 3.10.1 in the manner and form as detailed in this TOR. Proposals submitted by either facsimile transmission or telex will not be acceptable.

3.11.3. 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 3.5, uniformly for all Bidders.

3.12. Late bid

3.12.1. Any bid received by NOIDA after 1500 hours IST on the June 19, 2017 will not be accepted.

3.13. Modifications/ Substitution/ Withdrawal of Proposals

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

3.14. Selection of the Agency

3.14.1. 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 of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Bidder's proposal.

C. Bid Opening

3.15. Opening of Proposals

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

3.16. Confidentiality

- 3.16.1. 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.
- 3.16.2. 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.

3.17. Tests of Responsiveness

- 3.17.1. 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:
- i. It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 3.11.
 - ii. It is signed, sealed and marked as stipulated in Clause 3.9 and Clause 3.10.

- iii. It contains information in formats specified in this TOR Document.
 - iv. It mentions the validity period as set out in Clause 3.8.
- 3.17.2. 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.

3.18. Clarifications Sought by NOIDA

- 3.18.1. To assist in the process of evaluation of Proposals, NOIDA may, at its sole discretion, ask any Bidder 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.

3.19. Proposal Evaluation

- 3.19.1. To assist in the examination, evaluation, and comparison of Proposals, NOIDA may utilise the services of advisor(s).
- 3.19.2. The bids will be evaluated by the Evaluation Committee to be appointed by the NOIDA.
- 3.19.3. The Qualification Submissions of the Bidders would first be checked for responsiveness as set out in Clause 3.17. All bids found to be substantially responsive shall be evaluated as per the Qualification Criteria set out in this TOR Document.
- 3.19.4. Bidders who meet the qualification criteria shall be short-listed ("Pre-qualified Bidders") for further evaluation.
- 3.19.5. The envelopes containing the Technical Proposal of the Bidders who do not meet the Qualification Criteria shall not be considered for further process.

3.20. Technical Proposal Screening

- 3.20.1. The Technical Proposals of the Pre-qualified Bidders would be screened as per the procedure set out in this Document.
- 3.20.2. The Pre-qualified Bidders would be invited to make the presentation in front of NOIDA, which will assist in evaluation of the Technical Proposals

3.21. Evaluation of Financial Proposal

- 3.21.1. The Financial Proposals of only those Bidders whose Technical Proposals are found acceptable/ qualified (Technically Acceptable Bidders) will be opened.

3.21.2. The Financial Proposal will be opened in the presence of the Technically Acceptable Bidders who wish to attend.

3.21.3. The bid of the Technically Acceptable Bidder with the lowest financial bid will be accepted.

3.22. Notifications

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

3.23. Acknowledgement of Lol and Execution of Project Agreement

3.23.1. Within one (1) week from the date of issue 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.

3.23.2. Failure of the Successful Bidder to comply with the requirement of acknowledgement of Lol shall constitute sufficient grounds for the annulment of the Lol. In such an event, NOIDA reserves the right to:

- i. Either invite the next best Bidder for negotiations, or
- ii. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

3.24. Performance Security

3.24.1. To fulfill the requirement of performance security during the implementation period, the Successful Bidder will deposit INR 50,00,000 (INR 50.00 Lakh) in form of Bank Guarantee or Fixed Deposit Receipt drawn on any Nationalised Bank (in favour of the NOIDA) valid for 12 months from the date of Lol with a provision of its further extension / revalidation for an additional six months.

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

D. Project Financial Terms

3.25. Fee for the Project

The Authority agrees to pay the quoted/ negotiated fee to the Successful Bidder/ Consultant for the professional services rendered by them.

3.25.1. 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.

3.25.2. The Consultant shall have to make all arrangements for any other facilities required by his staff at their own cost.

3.25.3. Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.

4. Qualification Criteria and Evaluation Process

4.1. Qualification Criteria

The Bidder's competence and capability is proposed to be established by the following parameters. The Bidder should meet all the criteria.

4.1.1. Bidder must be central/state/public sector undertaking providing similar services in quality assurance in last 5 years in India.

4.1.2. Experience of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited. The works completed upto previous day of last date of submission of tenders shall also be considered.

- Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender.
- Two similar completed works costing not less than the amount equal to 60% of estimated cost put to tender.
- One similar completed work costing not less than the amount equal to 80% of estimated cost.

Similar works means various works refer to work as Third Party Quality Assurance for civil, electrical, water works such as flyover, underpass, high rise buildings, roads, drainage system, tubewells, ranney wells, overhead tanks, under ground reservoir, sewerage pumping stations and treatment plants, deep gravity sewer lines, electric sub station, under ground cabling etc pertaining to development work of township.

4.1.3. Average annual financial turn over on third party quality assurance of civil/electrical works in roads, buildings and other works should be at least 5 crore each of during last 3 consecutive financial years. The firm should be profit making in each of during last 3 consecutive financial years.

4.1.4. Qualified manpower as per the ToR document

4.1.5. Bidder should not have any pending litigation & non-performing contracts during last 5 years. Further, any Bidder which has been barred by Government of India/ any State

Government/ Government agency, Supreme Court and the bar subsists as on date of proposal submission, would not be eligible to submit a proposal.

4.1.6. The Bidder shall also furnish the following:

- i. Type of organisation (Govt./ Govt. undertaking / PSUs.)
- ii. Relevant documents stating legal status of the Bidder
- iii. Performance certificate from previous clients for the last three years
- iv. Audited balance sheet, profit and loss account and statement of turnover for last three years
- v. Service tax registration number and copy of the last return filed
- vi. Team members and their profile

4.2. Technical Capabilities

NOIDA will evaluate the technical capability of the bidders based on following parameters:

- 4.2.1. Project experience and specific previous experience in similar assignments (as per the Proforma along with supporting documents)
- 4.2.2. Qualification, competence and practical experience of key staff in relevant assignments of the project.
- 4.2.3. The approach and methodology proposed to be adapted for conducting the audits, special emphasis on supervision and testing of materials.
- 4.2.4. The Successful Bidder will enter into a service contract with NOIDA. The contract would clearly specify the week-wise commitment by the Successful Bidder.

4.3. Evaluation of the Technical Proposal

- 4.3.1. The Evaluation Committee will evaluate the Technical Proposal on the basis of Proposal's responsiveness to the TOR document using the following evaluation parameters.

Sno	Evaluation Criteria	Marks	
1	Specific experience of the Consultants relevant to the assignment: Meeting eligibility 4.1.2 – 20 Marks One more relevant project meeting eligibility 4.1.2- 25 marks Two or more project relevant project meeting eligibility 4.1.2- 30 marks	30	
2	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	15	
3	Accredited Inspection body by NABCB for electrical products and construction works.	10	
4	Key professional staff qualifications and competence for the assignment		
	Position ;	Number	
A	GM/Addl GM/Joint GM	0.10	10
B	Dy GM	0.25	10
C	Manager	1	5
D	Assist Manager	4	20
			45
	TOTAL		100

Equal weightage will be assigned to each CV where multiple CVs have to be evaluated

The Pre-qualified bidders will be invited to make a presentation of their experience and approach and methodology. There will be no separate marks for the presentation but will be considered for marking of points 1 & 2 above.

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

- | | | | |
|----|-----------------------------------|-------|-----|
| 1) | General qualifications | ---- | 30% |
| 2) | Adequacy for the assignment | ---- | 60% |
| 3) | Experience in region and language | ----- | 10% |

Total weightage: ---- 100%

Total points for the above criteria: 100

The minimum technical score required to pass is: 75

4.4. Financial Proposal Evaluation

- 4.4.1. Financial proposal of only the technically qualified bidders who has scored minimum 75 marks would be opened.
- 4.4.2. The bidder who quotes the lowest price for performing the task shall be declared as the 'successful bidder'.
- 4.4.3. Financial proposal of all the shortlisted Bidders will be opened in the presence of the Bidders' representatives who choose to attend.
- 4.4.4. In the event that two or more bidders have the same financial bid, NOIDA may:
 - i. Invite fresh proposals from such Bidders; or
 - ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

5. Proforma for Submission

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

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

Bidder should use separate sheets to fill in these details.

Form - T1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

Chief Engineer (Civil)

Noida Authority

Sector- 06, Noida

Ph: (0120) 2422434

Subject: Technical consultancy services for TPQS for Noida

Dear Sir,

We, the undersigned, offer to provide the consulting (*Insert name of 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.

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. E-mail address: _____
 - 1.5. Contact person: _____
 - 1.6. Name and Designation _____
 - 1.7. Address and Telephone No. _____
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. Bankers name and address _____
7. Service tax registration no. and copy of the last return filed _____
8. Brief description of the firm and organization structure _____
9. 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	Net worth	Annual Turnover
Year 1 (being the latest year for which the document is submitted)	Fill details	Fill details
Year 2	NA	Fill details
Year 3	NA	Fill details

For the purpose of qualification:

- The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- 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.
- **A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.**

Form - T4

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 - T5

FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET

Assignment Name:		
Location:		Name and Address of Client:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated Consultants, if any:		
Project cost (in rupees)		Total project area:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project along with area, details of the facility (special features), technology for construction:		
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		

*Bidder needs to furnish relevant client supporting document such as completion certificates and work orders for all the projects.

Form - T6

MEMORANDUM

Name of Work: Technical consultancy services for TPQS for Noida

I/We agree to provide our consultancy services for the abovementioned project as per the TOR Document. Our Bid is unconditional and will not make any modification in our terms and conditions for 6 months from the due date of submission thereof.

I/We hereby declare that I/We shall treat the 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 - T7

APPROACH & WORK PLAN

The Bidder should give detailed approach and methodology, tools, surveys which would be undertaken to complete the project. A detailed work plan and implementation plan should also be provided in lines with the approach adopted.

Kindly use separate sheets for this section

Form – T8

UNDERTAKING

Name of Work: Technical consultancy services for TPQS for Noida

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

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

Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

FINANCIAL FORMAT

Form - F1

Letter for submission of Financial Bid

Date:

Chief Engineer (Civil)

Noida Authority

Sector-06, Noida

Noida- 201301

Sub: Financial bid for technical consultancy services for *TPQS for Noida*

Dear Sir,

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

I/we have read and examined the terms and conditions for the work, and agree to abide by these terms.

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

Name of the Bidder and Seal

Form - F2

Standard Format for calculation of Financial Bid

The financial offer is based on the L1 (lowest quote) in column C of the table below.

<u>Sl.No.</u>	<u>ITEM</u>	<u>Approx – Amount of Works in three years(INR Cr) (A)</u>	<u>Percentage of works cost (B)</u> (Rate in figure and in words)	<u>Total C=(A*B)</u>
1	Total Works	2100 Cr (700 Cr in each year)	Quote	Calculate

6. Standard Conditions (SC)

6.1. GENERAL PROVISIONS

6.1.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the parties or arising out of this project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar or the High Court of Judicature located in Allahabad.

6.1.2. Notices

6.1.2.1. 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.

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

6.1.3. 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.

6.1.4. 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.

It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the client

6.1.5. Supervision

The Authority will get work of the Consultant and/or his sub-consultants supervised/inspected at any time by any other officer nominated by him who shall be at liberty to examine records, check estimates and samples.

6.1.6. Fraud and Corruption

6.1.6.1. Definitions

- i. “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;
- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. “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;
- iv. “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;

6.1.6.2. Measures to be taken

The Authority shall have right to cancel the engagement of the Consultant, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

6.2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.2.1. 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.

6.2.2. Commencement of Services

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

6.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause SC 6.2.6 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. The agreement may be extended for period of one year or any other period with the same terms and conditions if mutually agreed by both parties.

6.2.4. 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.

6.2.5. Force Majeure

6.2.5.1. **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.

6.2.5.2. **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.

6.2.5.3. **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.

6.2.5.4. **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, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

6.2.6. Termination

6.2.6.1. By the Authority (NOIDA)

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (vi) of this Clause SC 6.2.6.1. 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 6.8 hereof.

6.2.6.2. By the Consultant

The Consultant may terminate this 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) to (ii) of this Clause SC 6.2.6.2:

- 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 6.7 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 SC 6.8 hereof.

6.2.6.3. Payment upon Termination

If the contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 6.2.6.1, then Authority shall have right to encash the performance security and/ or recover any charges from the Consultant as maybe deemed fit by the Authority.

6.3. OBLIGATIONS OF THE CONSULTANT

6.3.1. General

6.3.1.1. 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. 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.

6.3.1.2. 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.

6.3.1.3. 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.

6.3.1.4. 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.

6.3.1.5. 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

6.3.1.6. 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.

6.3.1.7. Documents Prepared by the Consultant to be the Property of the Authority

- i. All 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.

6.3.1.8. 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.

6.4. CONSULTANT'S PERSONNEL

6.4.1. Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The personnel employed by the Consultant shall be full time regular staff . In no case, Consultant shall appoint retired/ contractual employees

6.4.2. 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.

6.5. OBLIGATIONS OF THE AUTHORITY

6.5.1. Assistance

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

6.6. PAYMENTS TO THE CONSULTANT

6.6.1. Contract Price

The contract price will be payable in Indian Rupee.

6.6.2. 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.

6.7. 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.

6.8. SETTLEMENT OF DISPUTES

6.8.1. 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.

6.8.2. Arbitration

6.8.3. In the event of any dispute and/ or difference whatsoever arising under this Contract or in connection therewith, including any question relating to the meaning, scope and interpretation of this Contract or it's clause or any alleged breach thereof, the same shall be attempted to be settled by mutual discussions and consultations between the parties hereof. In the event of any such dispute, any/ or difference is not settled in aforesaid manner, then the dispute(s) shall be referred for arbitration. The sole Arbitrator would be appointed by the CEO, Noida Authority. The decision of the said sole Arbitrator shall be final subject to the above, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The arbitration proceedings shall take place in Noida.

6.8.4. Jurisdiction

With respect to any dispute arising out of or related to this Contract, the parties consent to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar or the High Court of Judicature located in Allahabad.

6.9. ABANDONMENT OF WORK

- 6.9.1. If the Consultant abandon the work for any reasons whatsoever or become incapacitated form acting as Consultant as aforesaid, the Authority may make full use of all or any of the reports 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 50% (fifty percent) of the total fee payable or the amount of fees paid to the consultant whichever is higher under this agreement.
- 6.9.2. 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.

6.10. 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:

- 6.10.1. 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.
- 6.10.2. If the Consultant is in breach of any of terms of agreement
- 6.10.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers :
 - 6.10.3.1. To determine or rescind the agreement
 - 6.10.3.2. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent