

# **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA)**

## **Request for Proposal (RFP)**

**Selection of Technical Consultant for undertaking PMC for construction of elevated corridor from Chilla regulator near Sector 14A Noida to MP-3 road along Shahdara drain Noida**

**Job No.-23/GM(R)/SM(WC-2)/2019**

General Manager (R)  
New Okhla Industrial Development Authority  
Sector-19, Noida  
District Gautam Budh Nagar-201301  
Uttar Pradesh, India

(Bid Advertisement)

**New Okhla Industrial Development Authority**  
**REQUEST FOR PROPOSAL**

Selection of Technical Consultant for undertaking PMC for construction of elevated corridor from Chilla regulator near Sector 14A Noida to MP-3 road along Shahdara drain.

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or ” the Authority”) intends to construct 6 lanes of elevated road from Chilla regulator (Sector 14A Noida) to Okhla Bird Sanctuary (MP -3 road) having approximate length of 5.54 km to decrease traffic volume in existing Noida link road.

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

During the construction period Technical consultant shall act as project Management Consultant (PMC) for supervising construction activities for monitoring and quality control.

The Applicant should fulfill the following minimum technical and financial criteria.

- Must be sole proprietorship, registered partnership firm, public limited company, private limited company. The firm/company should be registered in India. No consortium is allowed.
- The applicant must have successfully completed consultancy work of PMC/ Design and Construction supervision during last 3 years for construction of Major Bridge/ Elevated roads in India with Govt./Semi Govt./PSU.
- The average annual turnover of the Applicant from consultancy works from similar assignments during last 3 years should be INR 15.0 (Fifteen) Crores
- Should have professionals as per qualification and experience in the TOR document

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 Nationalized Bank during the sale period of tender, upon a written request accompanied by a demand draft of **Rs.8260/- including GST** (Rupee Eight Thousand Two Hundred Sixty ) in favor of New Okhla Industrial Development Authority, payable at New Delhi/Noida. At the time of submission of bid, bidder shall submit refundable EMD of INR **Rs.14,00,000/-** (Rupee Fourteen Lakhs Only) as per details provided in the tender document. In case the date fixed for tender open/ received is holiday then next working day shall be considered for received/ opening the tender.

<b>Key Dates</b>	
Issuance of bid documents	On all working days from.....to..... during banking hours
Pre-bid meeting	
Last date of submission of bids	31-10-2019 at 05:00PM
Opening of technical bids	01-11-2019 at 11.00 AM
Opening of Financial bids	Date 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:  
Senior Manager Work Circle 2  
New Okhla Industrial Development Authority  
Main Administrative Building  
Sector 6, Noida 201301  
Website-[www.noidaauthorityonline.com](http://www.noidaauthorityonline.com)

General Manager (R)  
Noida

## **Disclaimer**

This Request for Proposal (RFP Document) for “Selection of Technical Consultant for undertaking PMC for “construction of elevated corridor from Chilla regulator near Sector 14A, Noida to MP-3 road along Shahdara drain” 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”).

NOIDA reserves the right to change any or all conditions/ information set in this RFP 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 RFP Document.

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## SECTION I: GENERAL INFORMATION

### I.I. Background

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”) intends to construct elevated corridor from Chilla regulator to MP-3 road along Shahdara drain.

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

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

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

### I.II. Salient Information

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

Key Dates	
Issuance of bid documents	On all working days from.....to..... during banking hours
Pre-bid meeting	
Last date of submission of bids	31-10-2019 at 05:00PM
Opening of technical bids	01-11-2019 at 11.00 AM
Opening of Financial bids	Date to be communicated later

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

The RFP Document comprises of the contents as listed below:

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

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

Senior Manager- Work Circle 2  
Noida Authority – Sector 19  
Noida, Uttar Pradesh- 201301  
Tel- +91 8376905701

## SECTION II: TERMS OF REFERENCE

### II.I. SCOPE OF WORK:

The consultant should provided the following services.

#### Project Management and Monitoring and Quality Control of the Project:-

- i. Proposal for diversion of traffic during construction period (Traffic Management plan) and necessity for strengthening of any existing roads for use by diverted traffic. Seeking approval from NOIDA for any issue relating to he level crossing and diversion including any relocation.
- ii. Preparation of construction schedule based on details of actives and fixing Project Milestone to monitor the progress.
- iii. The Consultant shall be responsible for prompt transit and delivery of all documentation.
- iv. Complete construction management services including day-to-day construction supervision, quality control certification of bills of contractor and suppliers etc. as per practice of Authority.
- v. Inspection of all materials including cement & steel for utility and services and assist to get he same rectified in case of any shortcoming.
- vi. During execution, any additional work required for completion of work for which supervision of work, quality control during execution, checking & recommendation of bill submitted by developer, etc.

### II.II. DURATION OF ASSIGNMENT:

The entire project is expected to be carried out as per the following timeline.

Project Management and Construction Supervision including Monitoring of Progress of work and Quality Control and assurance of the Project.	Forty Eight (48) Months from the date of letter of award to the selected developers
	This period may increase or decrease depending upon the duration of construction of the project.

### II.III. TEAM COMPOSITION:

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

#### Minimum Strength, Qualification & Experience of key Personnel to be deployed on the Project.

S.No.	Position	Strength	Qualification	Experience (Min)
1	Team Leader	1 No.	Graduate Engineer ( Civil)	20 Years of similar nature of 8 Projects
2	Bridge Engineer	02 Nos.	Graduate in Engineering ( Civil)  OR  Diploma in Civil Engineering	10 Years of similar nature of 5 Projects  Or  25 Years of similar nature of 8 Projects
3	Material Manager	02 Nos.	Graduate in Engineering ( Civil)	05 Years of similar nature of 2 Projects

			OR Diploma in Engineering (Civil)	Or 10 Years of similar nature of 4 Projects
<b>Other Sub Professionals</b>				
1	Surveyor	01 Nos.	Diploma in Civil Engineering/ Survey	Experience of Survey through total stations, auto level M/Cs & well versed of CADD.
2	Site Engineer	02 No	Graduate in Engineering (Civil)  OR Diploma in Civil Engineering	1 -2 Year  2 – 4 Years



## **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 RFP Document. A Bidder applying individually or as an Associate shall not be entitled to submit another bid. No Consortium is allowed.
- 1.2 The RFP Document is not transferable and Proposals shall be submitted only by Bidders to whom the RFP Document has been issued by NOIDA.

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

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

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

- 3.1 Notwithstanding anything contained in this RFP 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 RFP 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 RFP 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 RFP 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 3 (Three) months from the Proposal Due Date ("Proposal Validity Period") and NOIDA may solicit the Bidder's consent for extension of the period of validity, if required. NOIDA reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2 In exceptional circumstances, prior to expiry of the original bid validity period, NOIDA may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

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

- 8.1 The Bidder needs to submit their technical and financial proposals in prescribed format (Section V).
- 8.2 The proposals/ bids shall be typed or printed and the Bidder shall initial each page. The proposal shall have page numbers and shall have index at the start. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 8.3 Bidders would provide all the information as per the RFP 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 and financial proposal shall be sealed in two separate envelope and then in one single outer envelope clearly bearing the following identification: "Selection of Technical Consultant undertaking PMC for construction of elevated corridor from Chilla regulator to MP-3 road along Shahdara drain in Noida"

The proposals shall be addressed to: **Senior Manager, Work Circle 2, Sector 19, Noida Authority, Noida 201301**

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

9.3 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.

## **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 -----2019 up to 1500 hours, to the address provided in clause 9.1 in the manner and form as detailed in this RFP Document. 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 .....2019 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 RFP 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 RFP Document.
  - 16.1.4 Information is provided as per the formats specified in the RFP Document.
  - 16.1.5 It mentions the validity period as set out in Clause 7.
- 16.2. NOIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NOIDA in respect of such bids.

## **17. Clarifications**

Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided in clause 9.1 so as to reach authority on or before .....2019. All applicants/bidders attending pre bid meeting shall submit their queries/seeking clarifications/suggestions in written.

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

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

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

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

## **18. Proposal Evaluation**

- 18.1 To assist in the examination, evaluation, and comparison of Proposals, NOIDA may utilize the services of advisor(s).
- 18.2 The bids will be evaluated by the Evaluation Committee to be appointed by the NOIDA.
- 18.3 The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 16. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP 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**

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

## **20. Negotiations**

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

## **21. Notifications**

NOIDA will notify the Successful Bidder by a Letter of Intent (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 receipt of 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 receipt 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. Earnest Money Deposit (EMD) and Performance Security**

23.1 At the time of submission of bid, bidder shall submit refundable EMD of INR ...../- along with the technical proposal (part of envelop having technical proposal) to be deposited in the form of FDR/DD/ Bank Guarantee issued by a schedule bank for a minimum period of 6 month.

23.2 To fulfill the requirement of performance security during the implementation period, the successful bidder shall furnish within 14 days of the issuance of letter of Acceptance (LOA) an unconditional irrevocable bank Guarantee from a scheduled bank for amount equivalent to 5% of the total contract value towards performance security in form of FDR/DD/Government securities/Irrecoverable Bank Guarantee issued by a schedule bank shall be initially valid for a period of 48 months and thereafter extended up to successful completion of consultancy. The bank Guarantee shall be released by NOIDA upon successful completion of services and rectification of errors if any, found during the course of the project and satisfactory report of NOIDA.

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

## **D. Project Financial Terms**

### **24. Fee for the project**

24.1 The fee shall include all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee 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.

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

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

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

25.1.1 Land including peripheral development charges.

25.1.2 Plan approval and services connection deposited and fees payable to local and statutory bodies by the authority.

25.1.3 Any other services etc which are not planned by the consultant.

25.1.4 Cost of any rejected work

25.1.5 Cost of any supervisory and other establishment employed on work by the Authority.

25.1.6 Other contingent expenditure like press advertisement, publicity, inauguration, ceremonies of building etc.

25.1.7 Fee paid to I.I.T/N.I.T or similar organization for vetting of structural design, etc, if any. The same shall be borne by NOIDA.

## 26. Payment Terms.

S. No.	Key Activities/Milestones	Payment %
A1	Construction Supervision including Monitoring, Preparation of Progress Report, and Submission of Documents like Pre-Stressing, Grouting & Quality Control Report.	90% of the Total lump sum fee during 48 Months (To be paid monthly on basis of measured & certified completion of project)
A4	On completion of the work (to be paid within 6 months of completion of work)	10% of the Total lump sum fee

## SECTION IV: PRE-QUALIFICATION CRITERIA & EVALUATION AND SELECTION PROCESS

### 27 Minimum Technical and Financial Criteria

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

- 27.1 Must be Sole proprietorship, registered partnership firm, public limited company, private limited company, LLP. The firm/company should be registered in India. No consortium is allowed.
- 27.2 The Applicant must have two successfully completed consultancy work of Design and PMC/construction supervision during last 3 years for construction of Major river bridges, flyover elevated roads/elevated metro viaducts/corridors in India with Govt./Semi Govt./PSU.
- 27.3 The average annual turnover of the Applicant from consultancy works from similar assignments during last 3 years should be INR 15.00 (Fifteen) Crores.
- 27.4 Professionals as per qualification and experience in the RFP document
- 27.5 The Applicant should not have any litigations pending with the NOIDA/any state or central government agency as on date of opening of technical bid.
- 27.6 The Applicant shall also furnish the following:
- 27.6.1 Type of organization (Govt./ Govt. undertaking/ Public Ltd./ Pvt. Ltd./ Partnership/Proprietary)
- 27.6.2 Relevant documents stating legal status of the Bidder
- 27.6.3 CVs of key personnel as per II.III and Form-T6
- 27.6.4 Performance/completion certificate from previous clients for completed works for the last three years stating clearly nature of work, length of major bridge/ elevated road, start and end date and project cost.
- 27.6.5 Audited balance sheet, profit and loss account and statement of turnover for last three years
- 27.6.6 GST registration number and copy of the last return filed
- 27.6.7 Power of Attorney as applicable as per the formats

### 28. Evaluation of the Technical Proposal

The Evaluation Committee will evaluate the Technical Proposal using the evaluation parameters as laid under in clause 27 of this RFP.

All Bidders meeting the technical criteria as per clause 27 shall be evaluated/marked based on parameters laid down in clause 28.1. Minimum scoring of 70 marks is required for being eligible for financial proposal to be opened.

#### 28.1 Evaluation of Technical Proposal

Sl. No	Evaluation parameter	Maximum Marks
E1	Average Annual Turnover from Consultancy Services  INR 15 Crores to 20 Crores ----- 10 Marks  Above 20 Crores ----- 20 Marks	20

E2	<p>Relevant Work Experience</p> <p><b>Meeting Eligibility as per clause 27.2--- 20 Marks</b></p> <p><b>One Eligible project above minimum eligibility – 05 Marks</b></p> <p><b>- Experience of Noida Authority works- 05 Marks</b></p>	<b>30</b>
E3	<p>Experience of Key Personnel</p> <ul style="list-style-type: none"> <li>• One Team leader (25 marks)</li> <li>• Two(2) Bridge Engineers (7.5 marks) for each position</li> <li>• Two (2) Material Engineers (5 marks) for each position</li> </ul>	<b>50</b>
	Total (E1+E2+E3)	100

## 28.2 Selection Process

For selection of the Consultant, Quality cum Cost Based selection (QCBS) method shall be adopted.

The financial proposal with the lowest cost (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(SF = Financial Score, FM= Amount of lowest bid, F= Amount of financial proposal converted in the common currency)

### Combined evaluation of Technical and Financial Proposals.

Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated in the Data Sheet:

$$S = ST \times T + SF \times f$$

Where,

S= Combined Score,

ST= Technical Score out of 100

SF= Financial Score out of 100

T and f are values of weightage for technical and financial proposals respectively.

The weight given to Technical Proposal (T) = 0.70. The weight given to Financial Proposal (f) = 0.30

The consultancy services will be awarded to the consultant scoring highest marks in combined evaluation of Technical and Financial proposals.

The common currency is “Indian Rupee”.



**SECTION V: PERFORMA FOR SUBMISSION**

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

Authorised 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,**

**Senior Manager  
Work Circle-2  
Water Work Compound  
Sector-19, Noida**

**Sub:- Technical Consultancy Services for Construction of Elevated Corridor from Chilla Regulator (Delhi) to MP-3 road (NOIDA) along Shahadara Drain**

**Dear Sir,**

We, the undersigned, offer to provide the consulting assignment/ job for NOIDA in accordance with your RFP document dated [insert date] and our proposal. We are hereby submitting our Technical and financial Proposal, in a sealed envelope. We confirm that we here read the RFP Document in totally and abide by the terms and conditions stated in the document.

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

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

---

Yours Sincerely

Authorized Signatory [In Full and initials]

Name and Title of Signatory:

Name and Address of the 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. GST registration no. \_\_\_\_\_

7. Brief structure of the firm \_\_\_\_\_

8. We agree with all the terms and conditions of this RFP document.

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

**Name:**

**Date:**

**Name of the Bidder with seal**

**Form – T3**

**FINANCIAL CAPABILITY**

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

<b>Year</b>	<b>Annual Turnover</b>
2017-18	Fill details
2016-17	Fill details
2015-16	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**

**ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 3 YEARS**

1. Brief Description of the Firm/ Organization
2. Outline of Recent Experience of similar nature

Sl. No.	Name of Assignment	Name of Project	Owner or Sponsoring Authority	Cost of Assignment	Date of Commencement	Date of Completion	Was Assignment Satisfactory Completed

**(Signature of Authorized Representative)**

**NOTE:**

1. Please attach for each of the above projects a brief description of the services you actually provided.

Please attach certificates from the employer by way of documentary proof (issued by the officer of rank not below the rank of Executive Engineer or Equivalent).

Form – T5

**DETAILS OF KEY PERSONNEL**

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

**FORM-T6**

**SAMPLE FORMAT \* OF THE CURRICULUM VITAE (CV)**

**FOR PROPOSED KEY PROFESSIONAL STAFF**

**Proposed Position:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Name of the Staff:** \_\_\_\_\_

**Profession:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Years with Firm/Entity:** \_\_\_\_\_

**Membership of Recognized National Engineering Professional Institute:** \_\_\_\_\_

\_\_\_\_\_

**Detailed Tasks Assigned:** \_\_\_\_\_

\_\_\_\_\_

**KEY QUALIFICATIONS:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Description degree of responsibility held by staff member on relevant previous assignment and dates and locations. Use about half a page only.]

---

**EDUCATION:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page only.]

---

**EMPLOYMENT RECORD:**

[Starting with present position, list in reverse order every employment held. List by staff member since graduation, giving dated, names of employment organization, titles of position held and locations of assignment. For experience in last ten years also give types of activities performed and client reference where appropriate. Use about two page only.]

---

**CERTIFICATION:**

I, the undersigned, certify that to the best of my knowledge and belief, these dates correctly describe me, my qualifications and my experience.

\_\_\_\_\_ **Dates:** \_\_\_\_\_

[Signature of Staff member and authorized representative of the Firm]

**Full name of staff member:**

**Full name of authorized representative:**

---

*This name must be followed strictly*



**Form – T7**

**FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET**

Assignment Name:		
Name and Address of Client:		
Location:		Project Cost (in rupees):  Length of Interchange/Elevated Roads/Flyover/Underpass in Kms:
Start Date (Months/Year):	Completion Date (Months/Year):	Approx. Value of Services (in rupees):
Name of Associated Consultants, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved in 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 for supporting for all the completed projects as per Technical Criteria.

**Form - T8**

**MEMORANDUM**

**Name of Work: Selection of Technical Consultant for undertaking PMC for construction of elevated corridor from Chilla regulator near Sector 14A Noida to MP-3 road along Shahdara drain.** 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 - T9**

**UNDERTAKING**

**Name of Work: Selection of Technical Consultant for undertaking PMC for construction of elevated corridor from Chilla regulator near Sector 14A Noida to MP-3 road along Shahdara drain.**

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 NOTDA as on date of opening of technical Application.

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

Dated:

Witness:

Address:

Occupation

Form – T10

**POWER OF ATTORNEY**

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

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

Know all men by these presents, We .....(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for ‘*Selection of Technical Consultant for undertaking PMC for Constructing the elevated corridor from Chilla regulator to MP-3 road along Shahdara drain*’ 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 RFP 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 RFP 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.....**

**FORM-F1**

**FINANCIAL BID**

To,

**Senior Manager  
Work Circle-2  
Water Work Compound  
Sector-19, Noida**

Dear Sir,

**Sub:- Technical Consultancy Services for Construction of Elevated Corridor from Chilla Regulator (Delhi) to MP-3 road (NOIDA) along Shahadara Drain**

We have read and examined the, General Terms and Conditions of RFP for above the work.

We hereby quote for Noida of the Consultancy specified in the Memorandum within the time specified at following rate:-

A.	<b>Project Management and Construction Supervision including Monitoring of Progress of work and Quality Control and assurance etc. Elevated Corridor from Chilla Regulator (near Sector 14, Noida) to MP-3 road along Shahadara Drain in NOIDA for a period of 48 months.</b>	Lump Sum INR: Rs.....* (Rs In Words.....)
----	---	--

\*In case of any increase or decrease of time period of the consultancy services, consultancy charges shall be increased or decreased on pro-rata basis.

The Financial bid submitted is unconditional ( inclusive of all Tax, GST, duties, levies, out of pocket expenses, professional fee, etc.) and fulfills all the requirements of the RFP Document.

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

---

**Signature and Name of the Authorised Person**

---

## SECTION VI: STANDARD CONDITIONS (SC)

### 29 GENERAL PROVISIONS

#### 29.1 Governing law and jurisdiction

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

#### 29.2 Notices

- i. 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.
- ii. 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

- i. “corrupt practice” means the offering, receiving or soliciting directly or indirectly of anything of value of 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, designated 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;

#### 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.

#### 29.7 Completion of services

The Consultants shall render the services up to completion of the consultancy work.

**29.8 Limit of scope of work**

Client i.e., NOIDA may limit scope of work to any stage / components and the payments shall be done up to that stage as per the percentage mentioned as per Payment Schedule.

**29.9 Ownership**

All rights of data and document generated as part of this project will vest with the Authority.

**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 3.2.6 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP 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**

i. Definition

- For the purpose of this Contract “Force Majeure” means and event which is beyond the reasonable control of Party and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub consultants or agents or employees, nor (ii) any event which a diligent Party Could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder:
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.



- ii. 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 in so far 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.
- iii. Measures to be taken
  - A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
  - A party affected by an event of Force majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
  - The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- iv. 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.
- v. Payments : During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be entitled to be reimbursed for additional costs.
- vi. Consultation: Not later than thirty (30) days after the Consultants as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
- vii. Suspension : The Client may by written notice of suspension to the consultants, suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract including the carrying out of the services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **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 (vii).

- 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 executive 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 3.8 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 (iii) 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 26 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 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 3.6 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 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.

#### **31.2 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.

#### **31.3 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.

#### **31.4 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.

#### **31.5 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.

#### **31.6 Reporting Obligations**

The Consultant shall submit to the Authority the reports and documents specified in deliverables section of RFP Documents specified in deliverables section of RFP Document in the form in the numbers and within the time period set forth in the RFP Document.

#### **31.7 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 the 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.

#### **31.8 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.

### **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. PAYMENT 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 RFP 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.

#### **36.2 Arbitration**

In the event of any such question dispute or difference not being settled in between the parties the matter shall be referred to Chairman, Noida for nominations of an arbitrator whose decision shall be final and binding on the both of the parties. .

- 36.3** This agreement shall be construed and interpreted in accordance with the law of India. The Court of Gautambudh Nagar, U.P. and High Court of Allahabad (Prayagraj) shall be the Judiction of any dispute.

### **37. ABANDONMENT OF WORK**

- 37.1** If the Consultant abandon the work for any reasons whatsoever or become incapacitated form acting as Consultant as aforesaid, 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 the agreement.

- 37.2** 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.

### **38 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.

- 38.1 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.
- 38.2 If the Consultant is in breach of any of terms of agreement
- 38.2 When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers:
- To determine or rescinded the agreement.
  - To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent.

### **39 GENERAL**

- 39.1 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.
- 39.2. 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.
- 39.3 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 all provisions/ services of the work entrusted to him so as to satisfy their requirement.
- 39.4 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.
- 39.5 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.
- 39.6. 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 Consultant.

## **Bank Guarantee / Performance Guarantee**

**Chief Executive officer,**

**New Okhla Industrial Development Authority,**

**Administrative Building Sector-06, Noida-201301 (UP)**

In consideration of the **Chief Executive officer, New Okhla Industrial Development Authority**, (hereinafter called “NOIDA”) having offered to accept terms and conditions of the proposed agreement between **Chief Executive officer , New Okhla Industrial Development Authority** and **(Contractor name & Address)** (here in after called “the said contractor(s)” for the work of **(Work name), Job. No./ C.B.No. .... Dt. ....** (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for **Rs...../- (Rupees ..... Only** a security/ guarantee from the contractor(s) for compliance of the obligations in accordance with the terms and conditions in the said agreement.

1. We **(Bank Name and Address)** (hereinafter referred to as the “Bank”) hereby undertake to pay to the Government an amount not exceeding **Rs ..... /- (Rupees ..... Only)** on demand by the Government.
2. We **(Bank Name and Address)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs..... /- (Rupees ..... Only).**
3. We, the said Bank, further undertake to pay to the Government an amount not exceeding to **Rs..... /- (Rupees ..... Only).** so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We **(Bank Name and Address)** further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We (**Bank Name and Address**) further agree with the Government that the Government shall have the fullest liberty with our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharge due to the change in the constitution of the Bank or the contractor(s).
7. We (**Bank Name and Address**) lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall be valid up to Dt..... unless extended on demand by the Government. Not with standing mentioned above, our liability against this guarantee is restricted to **Rs..... /- (Rupees ..... Only)** and unless the claim in writing is lodged with us within **12 Months** of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

**Not with standing anything contained hereinabove:-**

- a) Our liability against this Bank Guarantee shall not exceed **Rs..... /- (Rupees ..... Only)**.
- b) This Bank Guarantee shall be valid up to **Dt.....**
- c) We are liable to pay up to the guarantee amount only and only if we receive from you in written claim or demand not later than **12 months** from the said validity date **Dt.....(Date of Validity of Guarantee)**.

**(Authorized Signatory)**

**(Authorized Signatory)**