



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

**Request for Proposal
for
Engaging Agency for Pet Registration Scheme
in Noida**

April - 2020

New Okhla Industrial Development Authority
Public Health Department, Sector - 39, NOIDA-201 301.
Website: www.noidaauthorityonline.com

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**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Request for Proposal for
Engaging Agency for Pet Registration Scheme in NOIDA**

Tender Details:		Job No- 02/SPE/PE(PH)-I/E-T/2020-21
Name of Work	Engaging agency for Pet Registration Scheme in NOIDA	
Date of Issue/ Publication	02/05/2020	
Pre-Bid meeting	08/05/2020	
Bid Document Cost	INR 5,310 (One Thousand) WITH GST (NOIDA GST Reg. Number: 09AAALN0120A1ZV)	
Bid Security (Earnest Money Deposit)	INR 1.00 Lakhs (One Lakh Only)	
Performance Security (to be submitted post award of tender)	To be submitted post award of the contract before signing of the contract agreement	
Due Date of Bid Submission	15/05/ 2020 before 5.00 PM	
Send All required documents Two Set hard Copy & mail Also compulsory. Email pehealth39@gmail.com	Sr. Project Engineer – PH Public Health Department, Sector 39, Noida - 201301, District Gautam Buddha Nagar, Uttar Pradesh, India Email-Id – pehealth39@gmail.com Contract No- 9205691008	
Validity of the Bid	90 days from the bid due date	
Turnover	55,00,000 (Fifty Five Lakhs Only) during the last three (3) financial years	

DISCLAIMER

The information contained in this Request for Proposal document ("RFP document) or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of New Okhla Industrial Development Authority (hereafter referred to as "NOIDA") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NOIDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The NOIDA, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NOIDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The NOIDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

The NOIDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document. The NOIDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission. The issue of this RFP document does not imply that the NOIDA is bound to select an Applicant or to appoint the selected Applicant or Agency, as the case may be, for the Project. The NOIDA reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission

of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the NOIDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the NOIDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

In this RFP, the following capitalized terms shall, unless repugnant to the context or meaning thereof, have the respective meanings ascribed to them below. Other terms are defined in the context in which they appear in this RFP.

Term	Meaning
Applicant(s)	Single entity
Application	Tenders submitted by Applicants in response to RFP
NOIDA	New Okhla Industrial Development Authority
Project Period	1 year
Project	Engaging Agency for Pet Registration Scheme in NOIDA
RFP	Request For Proposal
TDS	Tender Data Sheet

LETTER OF INVITATION

Job No:		
Date: 30/04/2020		
1)	NOIDA Designation, Address	Sr. Project Engineer – PH, Public Health Department, Sector-39, NOIDA
2)	Name of Project	Engaging Agency for Pet Registration Scheme in NOIDA
3)	Project Period	1 year
4)	Earnest Money Deposit	INR 3,60,000 (Three Lakhs Sixty Thousands Only)
5)	Tender Fee	INR 5310/- + GST (NOIDA GST Reg. Number: 09AAALN0120A1ZV)
6)	Bid Validity Period	(90) Ninety days from the last date of submission of bids
7)	Taxes	The Financial Proposal shall take into account all expenses but excluding GSTN liabilities. Only GSTN as applicable shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to bidders shall be subject to deduction of taxes at source as per Applicable Laws.
8)	Submission Criteria	The bid document received in filled without processing fee and EMD will not be considered for evaluation and will be summarily rejected.

**Sr. Project Engineer - PH
NOIDA Authority
Sector-39, Noida**

SECTION I: INSTRUCTION TO TENDERERS

A. General	
1. Introduction:	1.1 This Request for Proposal is invited as indicated in the NIT , the NOIDA as named in the TDS, on behalf of the Authority “Engagement of Agency for Pet Registration Scheme in NOIDA”
2. Corrupt Practices:	2.1 The NOIDA requires that the Agency Suppliers, Contractors, and Vendors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the NOIDA: defines, for the purposes of this provision, the terms set forth below as follows:
	2.2 “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
	2.3 “fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NOIDA, and includes collusive practices among Tenderer (prior to or after Tender submission) designed to operate Tender prices at artificial, non-competitive levels and to deprive the NOIDA of the benefits of free and open competition.
	2.4 “collusive practice” means a scheme or arrangement between two or more Tenderer, with or without the knowledge of the NOIDA, designed to operate Tender prices at artificial, non-competitive levels. If found, both the bids will be rejected.
	2.5 “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of
	2.6 “obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the NOIDA’s or its appointed agencies’ inspection
	2.7 Shall reject a proposal for award if it determines that the Agency recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for the Contract in question.

	<p>2.8 Shall cancel the contract if it determines at any time that the Agency is engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract; and Shall debar the Agency from any future contracts with the NOIDA;</p>
B. Contents of Tender document	
4. Sections Tender documents:	<p>4.1 The Tender documents consist of the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT.</p>
	Section I. Instruction to Tenderers (ITT)
	Section II. Qualification and Evaluation Criteria
	Section III Terms of Reference
	Section IV Tender Data Sheet (TDS)
5. Clarification of:	<p>5.1 A prospective tender requiring any clarification of the Tender document Tenders shall contact the NOIDA in writing on email or till the date of pre-bid meeting only. The TENDER Site Visit, Pre-INVITING AUTHORITY will respond in writing to any request for clarification, provided Tender that such request is received no later than time period indicated in the Meeting TDS prior to the deadline for submission of Tender. The NOIDA shall upload its response on website, including a description of the inquiry but without identifying its source. Should the NOIDA deem it necessary to amend the Tender document as a result of a request for clarification, it shall do so following the procedure under ITT. Interpretation of the NOIDA is final for the words / sentences mentioned in the document.</p>
	<p>5.2 The tenderer is required to visit and examine the Site and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the TENDERER own expense. The tender is required to review the documents, which are available as stated in the TDS prior to submission of its Tender. There shall be no discriminatory access to the site and to information for all potential tenderer. All information relating to the Project Site shall be provided by NOIDA.</p>
	<p>5.3 The tenderer and any of its personnel or agents will be granted permission by NOIDA to visit the Site and surrounding lands for the purpose of such visit, but only upon the express condition that the tenderer, its personnel, and agents will release and indemnify the NOIDA and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p>

	<p>5.4 The tenderer's designated representative is required to attend a pretender meeting provided in the TDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p>
	<p>5.6 Minutes of the pre-tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderer who have acquired the Tender documents in accordance with ITT. Any modification to the Tender documents that may become necessary as a result of the pre- tender meeting shall be made by the NOIDA exclusively through the issue of an Addendum and not through the minutes of the pre-tender meeting.</p>
	<p>5.7 Non-attendance at the pre-tender meeting will not be a cause for disqualification.</p>
6. Amendment of Tender document:	<p>6.1 Addendum to the Tender documents may be issued by NOIDA not less than one (1) week prior to the deadline for submission of Tender.</p>
	<p>6.2 Any addendum issued shall be part of the Tender documents and shall be uploaded on website.</p>
C. Preparation of Tender	
7. Cost of Tender:	<p>7.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the NOIDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering. The Document may be purchased online for an amount as specified in the NIT. Bidder needs to go to https://www.ebs.in/nda/. Please check the Manual for paying processing fee and EMD payment online (attached in the addendum) of RFP</p>
8. Language Tender:	<p>8.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the NOIDA, shall be written in English and Hindi language only.</p>
9. Documents Comprising Tender:	<p>9.1 The Tender shall comprise the following:</p>
The Technical Proposal:	a) Letter of Tender;
	b) Document fee/Processing fee (Enclose receipt if already paid; enclose DD if downloaded);
	c) EMD (Earnest Money Deposit);
	d) Power of Attorney for signing the Tender,
Financial Proposal:	e) Letter of Financial Proposal;
	f) Completed and signed BOQ
	h) Any other documents as stated in the TDS

<p>10. Letter of Tender</p>	<p>10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in section. Section V: Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p>
<p>11. Tenderer's Financial Offer</p>	<p>11.1 The Tenderer / Tenderer's Financial Proposal shall be mentioned in the currency as stated in the TDS.</p>
	<p>11.2 The tenderer shall be proposed using the standard forms and formats as included in the Tender Forms.</p>
	<p>11.3 All duties, taxes, and other levies payable by the Tenderer under the Contract shall be deemed to have been included in the Financial Proposal.</p>
<p>12. Documents Comprising Technical Proposal:</p>	<p>12.1 The Tenderer shall furnish a Technical Proposal including the Statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS.</p>
<p>13 Documents</p>	<p>13.1 To operate its qualifications to perform the Contract in Operating the accordance with Section II, Evaluation and Qualification Criteria, Qualifications Tenderer shall provide the information requested in the Tenderer corresponding information sheets included in Tender Forms.</p>
<p>14. Period of Validity</p>	<p>14.1 Tender shall remain valid for the period specified in TDS after the Tender submission deadline date prescribed by the NOIDA. A Tender valid for a shorter period shall be rejected by the NOIDA as non-responsive.</p>
	<p>14.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the NOIDA may request Tenderer to extend the period of validity of their Tender. The request and the responses shall be made in writing. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT.</p>
<p>15 EMD</p>	<p>15.1 EMD shall be submitted through RTGS/NEFT and a copy of UTR should be submitted along with the submitted tender.</p>
	<p>15.2 Any Tender not accompanied by an enforceable and compliant EMD shall be rejected by the NOIDA as non-responsive. Any Tender not accompanied by the Bid Document Fee receipt shall be rejected by the NOIDA as non-responsive.</p>
	<p>15.3 The EMD of unsuccessful bidder shall be returned within fifteen (15) days after issue of Letter of Intent to the successful Agency.</p>
	<p>15.6 The EMD may be forfeited:</p>

	<p>15.6.1 If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender Form.</p> <p>15.6.2 If the Agency fails to:</p> <p>15.6.2.1 Sign the Contract in accordance with ITT;</p> <p>15.6.2.2 Furnish a performance security in accordance with ITT.</p> <p>15.6.3 If any other requirements as stated in the Tender document are not fulfilled</p>
16 Format and Signing of Tender	<p>16.1 The Tenderer shall submit the Technical and Financial proposals in Signing of Tender through an e-tendering system in accordance with the instructions given in the TDS.</p> <p>16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the tender documents submitted shall be bound and all the pages shall be numbered. All pages of the tender where entries or amendments have been made shall be signed or initialled by the person signing the tender.</p> <p>16.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the</p>
D. Submission and Opening of Tender	
17. Sealing and Signing	<p>17.2 The documents are submitted through online e-tendering system, the tenderer should follow the instructions as given below;</p> <p>17.2.1 Tenderer should do the registration in the tender site https://www.ebs.in/nda/ using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from unauthorized certifying Authorities.</p> <p>17.2.2 Tenderer should then login to the site by giving user id / password as chosen during registration.</p>
	<p>17.2.3 The e-token that is registered should be used by the Tenderer only and should not be misused by others.</p> <p>17.2.4 The Tenderer can update well in advance, the documents such as certificates, purchase order details etc., under 'My Documents' option and these can be selected as per tender requirements and then send along with tender documents during tender submission.</p> <p>17.2.5 After downloading / getting the tender schedules, the Tenderer should go through them carefully and then submit the documents as asked, otherwise, the tender will be rejected.</p>

	<p>17.2.6 If there are any clarifications, this may be obtained online through the tender site, or through the contact details mentioned in ITT 6.1 in TDS. Tenderer should take into account of the corrigendum published, if any, before submitting the tender online.</p>
	<p>17.2.7 Tenderer, in advance, should get ready the tender documents to be submitted as indicated in the tender schedule and they should be in PDF/ xls/ rar/ dwf formats. If there is more than one document, they can be clubbed together.</p>
	<p>17.2.8 Tenderer should get ready the EMD as specified in the tender.</p>
	<p>17.2.9 The Tenderer reads the terms & conditions and accepts the same to proceed further to submit the tender.</p>
	<p>17.2.10 The Tenderer has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.</p>
	<p>17.2.11 After the tender submission, the acknowledgement number, given by the e-tendering system should be printed by the Tenderer and kept as a record of evidence for online submission of that particular tender.</p>
	<p>17.2.12 The NOIDA will not be held responsible for any sort of delay or the difficulties faced during the submission of tender online by</p>
	<p>17.2.13 The Tenderer may submit the tender documents Only by online mode through the site (www.etender.up.nic.in) by using e-token Only.</p>
	<p>17.2.14 The tendering system will give a successful tender updation message after uploading all the tender documents submitted & then a Tender summary will be shown with the tender no, date & time of submission of the tender with all other relevant details. The documents submitted by the Tenderer will be digitally signed using the e-token of the Tenderer and then submitted.</p>
	<p>17.2.15 The tender summary has to be printed and kept as an acknowledgement as a token of the submission of the tender. The tender summary will act as a proof of tender submission for a tender floated and will also act as an entry point to participate in the tender opening date.</p>
	<p>17.2.16 Tenderer should log into the site well in advance of tender submission so that he submits the tender in time i.e. on or before the tender submission end time. If there is any delay, due to other issues, the Tenderer has only been responsible.</p>

	<p>17.2.17 Each document to be uploaded through online for the tender should be less than 2 MB. If any document is more than 2MB, it can be converted to rar/ zip format and then the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 12 MB.</p>
	<p>17.2.18 The Tenderer should see that the tender documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the tender is liable to be rejected</p>
	<p>17.2.19 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, tender submission, tender opening etc., in the e-tender system. The Tenderer should follow this time during tender submission.</p>
	<p>17.2.20 All the data being entered by the Tenderer would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during tender submission & not be viewable by anyone until the time of tender opening. Overall, the submitted tender documents become readable only after the tender opening by the</p>
	<p>17.2.21 The confidentiality of the tender is operated since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.</p>
	<p>17.2.22 The Tenderer are requested to submit the tender through the online e-tendering system to the NOIDA well before the tender submission end date & time (as per Server System Clock).</p>
	<p>17.2.23 The Tenderer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.</p>
18. Deadline for Submission of Tender:	<p>18.1 Tender must be received by the NOIDA through online mode.</p>
	<p>18.2 The NOIDA may, at its discretion, extend the deadline for the submission of Tender by amending the Tender document with ITT, in which case all rights and obligations of the NOIDA and Tenderer previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
19. Late Tender:	<p>19.1 The NOIDA shall not consider any Tender that arrives after the deadline for submission of Tender, in accordance with ITT.</p>
E. Evaluation and Comparison of Tender	

<p>20 Confidentiality</p>	<p>20.1 Information relating to the evaluation of Tender and recommendation of contract award shall not be disclosed to Tenderer or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderer.</p>
	<p>20.2 Any attempt by a Tenderer to influence the NOIDA in the evaluation of the Tender or Contract award decisions may result in the rejection of its Tender.</p>
<p>21. Clarification of Tender</p>	<p>21.1 To assist in the examination, evaluation, and comparison of the Tender, and qualification of the Tenderer, the NOIDA may, at its discretion, ask any clarification of its Tender. Any clarification submitted by Tenderer that is not in response to a request by the NOIDA shall not be considered. The NOIDA'S request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the NOIDA in the evaluation of the Tender, in accordance with ITT.</p>
	<p>21.2 If a Tenderer does not provide clarifications of its Tender within seven (07) days from the NOIDA's request for clarification, its Tender shall be rejected.</p>
<p>22. Deviations, Reservations and omissions:</p>	<p>22.1 During the evaluation of Tender, the following definitions apply:</p>
	<p>22.1.1 "Deviation" is a departure from the requirements specified in the Tender document;</p>
	<p>22.1.2 "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and</p>
	<p>22.1.3 "Omission" is the failure to submit part or all of the information or documentation required in the Tender document.</p>
<p>23 Determination of Responsiveness:</p>	<p>23.1 If the Tenderer is not an "Eligible Tenderer" in accordance with the ITT 3 then its Tender will be considered as non-responsive and rejected.</p>
	<p>23.2 The NOIDA'S determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT.</p>
	<p>23.3 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p>
	<p>23.3.1 If accepted would</p>
	<p>23.3.1.1 Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p>

	<p>23.3.1.2 Limit in any substantial way, inconsistent with the Tender document, the NOIDA'S rights obligations under the proposed Contract; or</p>
	<p>23.3.2 If rectified, would unfairly affect the competitive position of other Tenderer presenting substantially responsive Tender.</p>
	<p>23.4 The NOIDA shall examine the technical aspects of the Tender submitted in accordance with ITT, Technical Proposal, in particular, to confirm that all requirements of specifications have been met without any material deviation or reservation.</p>
	<p>23.5 If a Tender is not substantially responsive to the requirements of the Tender document, it shall be rejected by the NOIDA and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
24 Non material Non conformities:	<p>24.1 Provided that a Tender is substantially responsive, the NOIDA may waive any non-conformity in the Tender that do not constitute a material deviation, reservation, or omission.</p>
	<p>24.2 Provided that a Tender is substantially responsive, the NOIDA may request that the Tenderer submit the necessary information or documentation, within seven days, to rectify nonmaterial non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the TFO. Failure of the Tenderer to comply with the request may result in</p>
25 Correction of Arithmetic Errors	<p>25.1 Provided that the Tender is substantially responsive, the NOIDA shall correct arithmetical errors on the following basis:</p>
	<p>25.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the NOIDA there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price</p>
	<p>25.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p>
	<p>25.2 If the Tenderer does not accept the correction of errors, its Tender shall be disqualified.</p>
26 Evaluation of Tender	<p>26.1The Tender shall be evaluated as below:</p>
	<p>26.1.1.1 RFP stage: The Tenderer Technical Proposal and Financial Proposal shall be evaluated. The Tenderer scoring in the technical evaluation as stated in the TDS shall only be considered for evaluation of the financial offer.</p>

	<p>26.1.1.2 The financial offers of the Tenderers who scored the maximum qualifying marks in the technical score shall be evaluated. The factors for the evaluation of the financial offer as specified in the TDS shall be used to arrive at the best financial offer.</p>
	<p>26.2 If the Tender, which results in the best TFO (Techno Financial Offer), is seriously unbalanced or front loaded in the opinion of the NOIDA, the NOIDA may require the TENDERER to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the NOIDA may require that the amount of the performance security be increased at the expense of the TENDERER to a level sufficient to protect the NOIDA against financial loss in the event of default of the Agency under the Contract.</p>
<p>27 NOIDA'S Right to Accept Any Tender, and to Reject Any or All Tender:</p>	<p>27.1 The NOIDA reserves the right to accept or reject any tender, and to annul the Tendering and reject all tender at any time prior to contract award, without thereby incurring any liability to Tenderer. In case of annulment, all Tender submitted and specifically, Tender securities, shall be promptly returned to the Tenderer.</p>
<p>F. Award of Contract</p>	
<p>28 Negotiations</p>	<p>28.1 The NOIDA shall invite the Agency to see offer has been determined to be the best and is substantially responsive to the Tender document, provided further that the TENDERER is determined to be qualified to perform the Contract satisfactorily,</p>
	<p>28.2 In the event that the negotiations do not result into a mutual agreement within 14 days from the date of beginning of the negotiations, the NOIDA shall reject the Tender and invite the next best tenderer for negotiations.</p>
<p>29 Notification of Award</p>	<p>29.1 Upon successful completion of the negotiation by reaching mutual agreement on the tenderer's offer, prior to the expiration of the period of Tender validity, the NOIDA shall get the resolution other notify the Agency, in writing, that its Tender has been accepted. The successful bidder shall not proceed with the work till the agreement has been signed with NOIDA.</p>
	<p>29.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<p>30 Performance</p>	<p>30.1 Within time period stated in the TDS, TENDERER shall furnish the performance security before entering into agreement, after Security receiving the Letter of Acceptance, using for that purpose the Performance Security Form.</p>
	<p>30.2 The performance security shall be provided in the form specified by NOIDA. The amount of the performance security and its period of validity shall be as in the General Condition.</p>

	<p>30.3 Failure of the successful project to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In that event the NOIDA may award the Contract to the next best TENDERER.</p>
<p>31 Signing of Contract</p>	<p>31.1 Promptly after notification, the NOIDA shall send selected agency the Letter of Acceptance and send the Contract Agreement to the TENDERER.</p>
	<p>31.2 Within the number of days as specified in the document, of receipt of the Contract Agreement, the Agency shall sign, date, and return it to the NOIDA. In case the TENDERER fails to sign the Contract Agreement within the number of days as specified in the TDS, its Letter of Intent will be terminated and the EMD shall be forfeited.</p>
	<p>33.3 The selection process shall be governed by and construed in accordance with the laws of India and Distt. Courts at Gautam Budh Nagar and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.</p>
<p>34 Method of Selection</p>	<p>Stage 1: Technical Qualification: Bidders who qualify the following will move to Stage 2:</p> <ul style="list-style-type: none"> a) Eligibility as per NIT requirement. b) Test of Responsiveness complete (complete document submission). c) Minimum score of 60% marks. <p>Stage 2: Financial Proposal Requirement for eligibility of Stage 2</p> <ul style="list-style-type: none"> a) Cleared Stage 1 b) Financial proposal as per the requirements (eligibility and document) of NIT c) Test of responsiveness complete (complete document submission) <p>L1 price in INR/Registration will be selected.</p> <p>In-case of a tie; the bidder with a higher technical score will be qualified, on further tie the bidder with higher average annual turnover will be qualified.</p>

35 Resolution of Disputes	This Agreement and all disputes shall be governed and construed in accordance with the laws of India and Dist. Courts at Gautam Budh Nagar and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with this agreement.
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Format and Signing of e-Tender

11.1 The Bidder shall prepare one electronic copy each of the Technical e-Tender and Financial e-Tender separately.

- a) The e-Tender document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Tender. All the pages/ documents of the e-Tender that are to be uploaded shall be digitally signed by the person authorized to sign the e-Tender.
- b) Submission of e-Tender: The Bid Submission module of e-Procurement website www.etender.up.nic.in enables the Bidders to submit the e-Tender online in response to this e-tender published by the Authority. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Tender in time. The Bidders should submit their e-Tender considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Tender submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Tender submission date and time is over, the Bidders cannot submit their e-Tender. For delay in submission of e-Tender due to any reasons, the Bidders shall only be held responsible.

11.2 The Bidders have to follow the following instructions for submission of their e-Tender:

- a) For participating in e-Tender through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The Bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.
- b) In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Tender submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- c) For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The Bidder can obtain User Login Id and perform DSC registration exercise above even before e-Tender submission date starts. The

Authority shall not be held responsible if the Bidder tries to submit his/her e Tender at the last moment before end date of submission but could not submit due to DSC registration problem.

- d) The Bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Tender Submission menu. After selecting and viewing the tender, for which the Bidder intends to e-Tender, from "My Tenders" folder, the Bidder can place his/her e-Tender by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the Bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- e) After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the cost of bid document/ e-Tender processing fee and EMD payment details. After entering and saving the cost of bid document/ e-Tender processing fee and EMD details, the Bidder should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Tender Form and Technical Specification details) and financial (e-Tender Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details available in the scanned copy of tender form cost and of EMD shall be verified by the Authority and in case of any discrepancy the e-Tender shall be rejected.
- f) Next the Bidder should upload the Technical e-Tender documents for Fee details (Cost of bid document/ e-Tender processing fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Tender Form and Technical Specification details) and financial (e-Tender Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- g) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Tender documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Tender documents are protected, stored and opened by concerned bid openers only.

- h) After successful submission of e-Tender document, a page giving the summary of e-Tender submission will be displayed confirming end of e-Tender submission process. The Bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- i) Authority reserves the right to cancel any or all e-Tenders without assigning any reason.

2. Late e-Tender

- 2.1 The server time indicated in the Bid Management window on the e-Procurement website www.etender.up.nic.in will be the time by which the e-Tender submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Tender submission date and time is over, the Bidder cannot submit his/her e-Tender. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Tender is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Tender submission process.

3. Withdrawal and Resubmission of e-Tender

- 3.1 At any point of time, a Bidder can withdraw his/her e-Tender submitted online before the bid submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in> The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the e-Tender to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The Bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Tender.
- 3.2 No e-Tender may be withdrawn in the interval between the deadline for submission of e- Tenders and the expiration of period of e-Tender validity. Withdrawal of an e-Tender during this interval may result in the Bidder's forfeiture of his/her e-Tender security.
- 3.3 The Bidder can re-submit his/her e-Tender as and when required till the e-Tender submission end date and time. The e-Tender submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Tender and the new e-Tender submission summary generated after the successful submission of the revised e-Tender will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the e-Tender to be resubmitted. After

selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Tender documents.

- 3.4 The Bidders can submit their revised e-Tenders as many times as possible by uploading their e-Tender documents within the scheduled date & time for submission of e-Tenders.
- 3.5 No e-Tender can be resubmitted subsequently after the deadline for submission of e-Tenders.

4. Clarification of e-Tender

During evaluation of e-Tender, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Tender. The request for clarification and the response shall be in writing.

5. Amendment of e-Tender Document

- 5.1 At any time prior to the deadline for submission of e-Tender, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://etender.up.nic.in>, NOIDA web site at E-link and Corporation's website <https://www.ebs.in/nda/> through corrigendum and shall form an integral part of e-Tender document. The relevant clauses of the e-Tender document shall be treated as amended accordingly.
- 5.2 It shall be the sole responsibility of the prospective Bidders to check the web site <http://www.etender.up.nic.in> or authority's website <https://www.ebs.in/nda/> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- 5.3 In order to allow prospective e-Tenderers a reasonable time to take the amendment into account in preparing their e-Tenders, the Authority, at his discretion, may extend the deadline for the submission of e-Tenders. Such extensions shall be uploaded on the e-Procurement website <https://www.ebs.in/nda/> and authority's website www.noidaauthorityonline.com.

6. General Instructions to the Bidder

- 6.1 Bidder shall carefully study the RFP document and fully acquaint himself of all the terms and conditions. If the Bidder finds discrepancies or omissions in the documents or has any doubt, he may seek clarification by submission of his observations at least two days prior to Pre-Tender meeting.
- 6.2 The Bidder is advised to carefully study the specific information i.e. growth of, climatic conditions, geographical terrain and other limitations likely to impact in execution of the Work Order.
- 6.3 Bidder is expected to study carefully the RFP. Failure to furnish any information as required in the tender document or submission of incomplete Bid may result in rejection of the bid.

- 6.4 At any time prior to the deadline for submission of Bids, the NOIDA may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder modify the RFP.
- 6.5 In order to give prospective bidders' reasonable time for preparing their Bids after the issue of addenda if any, the NOIDA may at his discretion extend the deadline for the submission of Bids.
- 6.6 The Bid shall be submitted in English language only and all the correspondence and documents relating to the Bid shall be written in English language. Supporting documents and printed literature may be furnished by the Bidder with his Bid in another language provided an appropriate translation of the same into English language is kept with the Bid document. The failure to comply with this condition may cause rejection of the Bid. For the purpose of interpretation of the bid, the text in the English language shall prevail.
- 6.7 No conditional Bid shall be accepted.
- 6.8 The rates/prices for the performance of the Work Order shall be quoted by the Bidder only in Indian Rupees. All payments to the Bidder shall be made only in Indian Rupees.
- 6.9 In exceptional circumstances, prior to expiry of the original Bid validity period, the NOIDA may request the Bidders for extension in the period of Bid validity. The request and the response thereto shall be made in writing. The Bidders agreeing to the request will not be permitted to modify their Bids. The provision regarding discharge and forfeiture of Bid Security shall remain valid during the extended period of Bid validity.
- 6.10 If the Bid is to be submitted by a Public or Private Ltd company or Trust, Society or Partnership Firms or any other entity, it shall be signed by a duly authorized person holding the authorization letter/ Power of Attorney for signing the Bid. A certified copy of the Power of Attorney/ Authorization letter shall accompany the Bid.
- 6.11 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
- 6.12 To facilitate the evaluation on Bid, the NOIDA may ask Bidders individually for clarification of their Bids including breakdown of unit rates/prices. The request for clarification and the response to the same shall be in writing. No change in the Bid prices or their sub component shall be sought, offered or permitted.
- 6.13 NOIDA reserves the right to reject any or all of the Bids, without assigning any reason whatsoever and their decision shall be final and binding. No Bidder shall stake any claim arising out of such rejection.
- 6.14 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and submission. Error will be corrected by the authorized representative of the NOIDA.
- 6.15 Where there is a discrepancy between amount in figures and in words, the latter shall be taken into consideration.

- 6.16 The Bid document shall be neatly typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. He shall sign all pages of the tender document and initial all corrections made therein.
- 6.17 Incomplete Bids or Bids not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason whatsoever.
- 6.18 Bidder is advised to read carefully all chapters and give complete information regarding his proposals, substantiating the same with calculations, drawings literature, with clear reference to any standards adopted (which are not mentioned in the Bid documents), in such manner that there is no ambiguity or nothing is left to chance. All relevant information, so as to make the proposal understandable shall be given. Vague remarks and remarks like "will be given later" are not acceptable. If in the opinion of the NOIDA, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the Bid on technical grounds.
- 6.19 The sites for laying of the liner (to place the excavated waste at the site) will be designated by the Authority. In the event of unavoidable reasons the Authority may change the sites.
- 6.20 The Bidders shall carefully study the specific information i.e. growth of, climatic conditions, geographical terrain and other limitations anticipated in execution of the Work Order. The information may be accessed from sources like data available from the Authority, Metrological Authority, and Authority of Statistics etc. In case of any query, the same shall be clarified from the Authority. The NOIDA, Metrological Authority, Authority of Statistics etc. shall not be held liable for the authenticity or accuracy of any such information provided.

7. Verification and Disqualification

- 7.1 NOIDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by NOIDA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NOIDA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the NOIDA there under. The NOIDA reserves the right to reject any Bid and appropriate the Bid Security if:
- 7.2 At any time, a material misrepresentation is made by a Bidder; or
- 7.3 The Bidder does not provide, within the time specified by the NOIDA the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder.

8. Evaluation of e-Tender

- 8.1 The Authority will examine the e-Tender to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ e-Tender processing fee, e-Tender security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Tenders are generally in order. Any e-Tender or e-Tenders not fulfilling these requirements shall be rejected.
- 8.2 The Bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Tenders of the Bidders having financial bid document in the technical bid will out rightly be rejected.

9. Modification/ Substitution/ Withdrawal of Bids

- 9.1 The Bidder may, before the last submission date of bid, modify, substitute or withdraw its Bids after submission. No Bid shall be modified or substituted or withdrawn by the Bidder after the Bid Due Date.
- 9.2 Any correspondence after the Bid Due Date conveying any modifications of Bid or stipulating any conditions for acceptance of the Bids by Bidder shall be summarily rejected. In such a case, the Bidders Original Bid will be considered ignoring any such correspondence or modification.
- 9.3 The NOIDA reserves the right to reject any Proposal if:
- 9.3.1 At any time, a material misrepresentation is made or uncovered, or
 - 9.3.2 Such misrepresentation/improper response would lead to the disqualification of the Bidder.
 - 9.3.3 The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

10. Project Background of the Proposal

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”), is one of the largest planned industrial townships of Asia. Noida development area encompasses about 20,316 hectares of land consisting of 81 villages in Gautam Buddha Nagar district. The city is divided into 168 fully, partially and under-developed sectors.

Noida has total population of 6.38 Lacs (as per the population census 2011), whereas, the current estimated residing population is approx.14.0 Lacs. **As per recent studies for 1 lakh population there are 3000 dogs exists in Indian cities.**

Being a modern develop city where a significant population of residents belongs to high- and mid-income households/communities, vastly practice keeping of domestic canine/feline in Noida.

The absence of real and authentic database of domestic pet becomes much more necessity to settle ownership dispute, reuniting lost pet found on streets with the real owner etc. To address some of these very critical issues, the Noida Authority is considering launching a Pet Registration Scheme that may address the above-mentioned critical issues and may help in:

- Develop a real and authentic database of domestic canine/feline population in Noida.
- To settle ownership dispute.
- In case a lost pet is found on streets it can be reunited with the real owner by the help of the database if dog is microchipped.
- Habitual offender who intentionally leave their pets, when they grow old, on street can be easily traced and penalized for overburdening the already stretched resources of the city.
- The annual vaccination can be scheduled and monitored with the database and owners can be alerted about pending vaccinations.
- Modern and advanced microchip-based monitoring system can be put into place and done away with cumbersome paper registration used currently.

NOIDA, in a process to select among the Bidders through a competitive RFP process, issues this RFP Document to all the Bidders, which are now required to submit detailed proposals as per provisions of this RFP document. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document in order to identify the successful Bidder for the Project.

The Successful Bidder would then have to enter into a Contract Agreement with NOIDA and discharge all obligations as set out in the Contract Agreement to be executed between the Successful Bidder and NOIDA.

The Successful Bidder would be required to carry out such development, production and operations works related to Project as set out in detail in Section III: Terms of Reference.

The Successful Bidder would be paid by NOIDA **on per registration basis** towards registration including data collection and management, microchipping, microchip, collar, ID card to owner, hosting of data on our website one year free from date of signing of agreement and the terms and conditions set out in this RFP Document.

10.1 Price

10.1.1 The per registration charges offered by the Bidders should be open for acceptance for a period of 90 days from the date of opening of the RFP. No upward revision in the price will be allowed during the above period and after communication of the acceptance of the RFP during the validity period.

10.1.2 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order.

10.1.3 All the rates given in the Financial Proposal should be expressed both in words and in figures and where there is difference between the two, the lower rate will be taken into consideration.

10.2 Payment Mechanism

The payment shall be released within 30days from the receipt of the invoice.

Criteria for Consortium/ Joint Venture

10.2.1 Consortium or Joint Venture is not allowed.

11. EVALUATION OF BIDS

11.1 Financial Evaluation:

The financial bids of the bidder shall be opened of only technically qualified bidder.

Important Notes:

- a) The quoted amount must not include any decimals and shall be whole numbers only.
- b) It contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- c) The Proposal adheres to and mentions the Proposal Validity Period It does not contain any condition or qualification; and
- d) It is not non-responsive in terms hereof.
- e) The NOIDA reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the NOIDA in respect of such Bid.
- f) Any Bidder which have been barred by the Central Government or State Government or Statutory Authority or a Public Sector Undertaking, as the case may be from participating in any project and the bar subsists as on the date of proposal, the bids of such entity will not be eligible to submit a proposal either by itself or through its Associates. Bid submitted by any such entity will be held non-responsive and the Bid Security shall be forfeited.
- g) Any Bidder or its Associate should have, during the last three years neither failed to perform on any agreement, as evidence by imposition of a penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract Terminated by any public authority for breach on its part.

SECTION II: QUALIFICATION CRITERIA AND EVALUATION

1. Procedure for Detailed evaluation of technical qualifications

The firms will be shortlisted against the pre-qualification criteria. Those who qualify/ fulfil these criteria, shall be considered for technical evaluation.

S. No.	Particulars	Supporting Documents to be submitted
1.	The applicant shall be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 1956 or the Companies Act, 2013/ the partnership Act, 1932, non-profit organization and registered under trust act or societies act, section 8 of companies act or Companies registered under section 25 of the Companies Act, 1956 or the Companies Act, 2013. The Bidder shall be required to submit a true copy of its Incorporation/ registration Certificate.	Copy of Certificate of incorporation and partnership deed, if any
2.	The Bidder must have a valid GSTN certificate, and EPF registration.	Copy of GSTN Certificate And Copy of EPF registration certificate
3.	The sole bidder should not be blacklisted/ debarred/ terminated of contract by any Government/ Government Board/ Corporation Company/ Statutory Board/ PSU company/ Non-Government/ Government of any sovereign countries/ Private/ Foreign Funding agencies in the last 10 years.	Self-Certification by the bidder
4.	The agency should have experience in executing and operating similar projects- pet registration	Proof of experience to be submitted along with the RFP documents

5.	The bidder should have an average minimum annual turnover of Indian 55 lakhs during the last three (3) financial years, i.e., 2016-17, 2017-2018 & 2018-2019	<p>Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three years.</p> <p>In case of NGO, the applicant competence and capacity is proposed to be established in terms of copy of annual statement of accounts issued by Chartered Accountants with minimum average annual receipts of 55Lakhs in the last 3 (three) financial years 2016-17, 2017-2018 & 2018-2019</p>
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2. Technical Proposal: Criteria for Evaluation

The Applicant's competence and capability is proposed to be operated by the following parameters:

Sr.	Parameters	Requirement	Proof to be enclosed	Maximum Marks
1	Profile of the organization	Minimum average annual turnover (As per the bank / CA statement) Between 0.55 lakhs-1 Crores – 5 marks Above 1 Crores – 10 marks	a) Certificate(s) from statutory auditors b) Audited financial statements for the last three financial years.	10
2	Experience – 1	Prior experience of undertaking of domestic pet/ animal registration <ul style="list-style-type: none"> • 1-2 Projects: 5 Marks • 3-5 Projects: 10 Marks • >5 Projects: 25 Marks 	Experience Certificate from the Urban or Local Body/ Government Agency/Semi-Government Agency/ International Funding Agency	25
3.	Experience – 2	Experience in microchip-based projects for pet/animal registration <ul style="list-style-type: none"> • 1-2 Projects: 10 Marks • >2 Projects: 25 Marks 	Experience Certificate from the Urban or Local Body/ Government Agency/Semi-Government Agency/ International Funding Agency	25
4	Experience-3	Prior experience of working with urban local bodies/ development authorities/ municipalities <ul style="list-style-type: none"> • 1-2 Projects: 10 Marks • >2 Projects: 20 Marks 	Experience Certificate from the Urban or Local Body where the work has been executed	20
5	Proposed Methodology	Technical approach and detailed methodology Approach & Methodology, Work plan, Organization and Staffing, Timeline	To be included in the RFP	10
6	Presentation before technical committee constituted by Authority	The Presentation should have following components: <ol style="list-style-type: none"> 1. Understanding of NOIDA 2. Approach and Methodology 3. Team Composition 4. Experience in similar work and its presentation 		10

Note:

1. The bidder who scores minimum 60 marks will be qualified for opening the financial bid

SECTION III: TERMS OF REFERENCE

1. Scope of Work

The agencies are expected to carry out the activities under the scope of work but not limited to as below:

- Data Collection of domestic pets in Noida, develop real time database and Management of the information in a timely manner.
- Undertaking Microchipping process, Installing/inserting Microchip in domestic pet
- Provide Collar, ID Card to Owner, Hosting of data on our website one year free from date of Signing agreement.
- Undertake vaccination as per schedule and alerting pet owners in advance for pending or forthcoming vaccination
- Undertake and provide update, status of physical and financial progress as sought time to time by the authority or as prescribed to do so.
- Undertake microchip-based registration of all the pets being sheltered by the NOIDA

Responsibility of Agency:

- I. The Agency should have adequate staff (technical & non-technical) for carrying out activities under the contract and RFP for the Registration of domestic pet.
- II. The Agency shall carry out the work of outreaching of owner of pet, counselling/awareness of the benefits and limitations of Pet Registration using Micro-chip and adopting scheduled vaccination and other related activities.
- III. The agency shall create and maintain real-time database and carry out the management of the same. And real-time database to be maintained online along schedule of renewal with facilities to get renewal done online.
- IV. The agency shall deploy only staffs having adequate experience and technical expertise in handing the Chip insertion and handling any health-related critical issues if arise.
- V. The Agency shall engage as and where possible and maintain regular contact with veterinary doctors / surgeons to carry out the vaccinations or in case of any health issues arise with the pet due to insertion of micro-chip or adoption into the body of the pet.
- VI. The agency shall upkeep and maintain all the records of stocks of vaccines, micro-chip devices and related items on regular basis and shall furnish to the concerned authority as sought or for any monitoring or audit purposes.
- VII. The agency shall be dealing with the pet as per the norms and guidelines that exists or in force with the State and National Government e.g. Animal Birth Control (Dogs) Rules,2001 and Revised rules 2010 under the Prevention of Cruelty to Animals Act,1960 or any other applicable laws, rules etc.
- VIII. The agency shall adopt utmost clean and hygienic conditions for the staffs engaged in the processes of Microchipping processes and adopt all possible Health and Safety measures.
- IX. The agency shall assess carefully the suitability of age of pet to be micro chipped and only consider for microchipping if found suitable.
- X. The agency shall design and adopt smooth processes and documents for the micro-chipping and registration of pets and shall issue authentic reports, registration cards/smart card etc. to the respective owner.

XI. Agency will share the dog registration numbers and owners name with the RWAs. The member of RWAs or citizens will be able to register their complaints through an IT based complaint lodging, monitoring and redressal system. The agency will send the details of each complaint registered to the authority. The agency will keep informing time to time on the updates and resolution status of complaints to the authority. The entire management for monitoring of complaint redressal will be the responsibility of agency.

XII. Responsibility of NOIDA Authority:

- I. The NOIDA shall provide the extent possible support required the agency
- II. The Authority shall provide undertake review of progress on regular basis.
- III. Authorised official from public health department shall counter sign on documentations for verification of the details number of pets registered in case of audit etc.
- IV. NOIDA my constitute a Monitoring Committee if there is need of such under-Animal Welfare Board of India (AWBI) guidelines and shall facilitate meeting, review etc.

2. Timelines

Mobilization of Team from signing of the contract	15 days from signing of the contract
Data Collection of Domestic Pets in NOIDA and developing a real time database on a e-platform and handing over the rights to NOIDA Authority	Within 3 months from signing of the contract.
Registration of the pets along with handing over the registration of Kits *	Completion of 20% of the total pet population: 4 Months from signing of contract. Completion of 40% of the total pet population: 6 Months from signing of contract Completion of 60% of the total pet population: 8 Months from signing of contract Completion of 80% of the total pet population: 10 Months from signing of contract Completion of 100% of the total pet population: 12 Months from signing of contract

* This is the minimum registration that needs to be achieved within the contract. Development of real time data base will be a parallel work and needs to be completed within the stipulated time.

3. Contract Period

Contract period will be for 1 year (subject to extension based on satisfactory performance of the vendor and solely based on the decision of the authority)

4. Terms of Payment

Payment will be made as per registration/pet which may be submitted on a monthly basis.

5. Bill submission

The Agency has to submit the bill for the work carried out within 15 days for the previous month.

6. EXTENSION OF CONTRACT

NOIDA at its discretion may extend the contract with the Agency in case the agency has done satisfactory work within the contract period and is based on the sole discretion of Noida Authority.

7. Penal action against non-compliance

Sl. No	Description	Penalty Provisions
1	Deviation from the Scope of the Work and failure to meet the timelines as prescribed in the contract	Penalty of Rs 20,000/- against failure to meet the compliances

8. Governing Law and Jurisdiction

All Disputes and Agreement shall be governed and construed in accordance with the laws of India and Dist. Courts at Gautam Budh Nagar and High Court of Judicature at Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with this agreement.

SECTION IV: TENDER DATA SHEET (TDS)

ITT Clause Tender Data Reference	
ITT 1.1	Engaging Agency for Pet Registration Scheme in NOIDA as further described in the Tender Document.
	The Sr. Project Engineer - PH, NOIDA is: As mentioned in the Letter of Invitation
	NOIDA is as stated in TDS
ITT1.2	The services and work under this Tender shall be executed as follows:
	1) The NOIDA shall release the Letter of Acceptance after the acceptance of the tender by NOIDA
	2) The tenderer shall furnish the Performance Security;
ITT 2	The agency will be selected from the short-listed Tenderers during the RFP Stage.
ITT3	The Tenderer's request for any clarification related to the Tender Documents, which shall be received till pre-bid meeting on an online basis, shall only be responded by the NOIDA.
ITT3.2	The Tenderer is required to review the preliminary data available before the submission of its Tender. This data is provided only for the guidance purpose, and should not be treated as the basis for the Tenderer's Tender. The Tenderer should make its own assessments, calculations and analysis before making its Tender, and collect any additional data as necessary to prepare its Tender.
ITT3.3	A Pre-Tender meeting will take place at the following date, time and place:
	Date:
	Time:
	Place: NOIDA City Authority
	Phone No:
ITT4	Site visits to be conducted by the Tenderer at their own cost.
ITT5	The Cost of the RFP (Request of Proposal) document is: Rs.1,000/- to be submitted online in favour to NOIDA. RFP document can be downloaded from the website http://tenders.up.gov.in .
ITT6	The language of the Tender is: English
	The TENDERER shall submit with its Tender the following additional documents:
ITT7	The currency of the Tender shall be: Indian Rupees.

ITT8	The Tender validity period shall be three (03) months after the deadline for Tender submission.
ITT9	Rs. 2% of the tender amount as EMD (i.e Three Lakhs and Sixty Thousands Only) online in favour of NOIDA.
ITT9.1	The EMD shall be online acceptable to the NOIDA.
ITT10	The written confirmation of authorization to sign on behalf of the tenderer shall consist of: Valid Power of Attorney
ITT11	The Tender will be considered as non-responsive and rejected under any of the following conditions:
	1) Tender is not accompanied by the EMD equivalent to the amount and in the form as stipulated
	2) Tender forms are not filled and signed by the Tenderer.
	3) Any wilful misstatements or incorrect information provided in the Tender.
ITT12	The technical proposals of the short-listed firms shall only be evaluated. All other Tenders, if any, will be summarily rejected.
ITT13	The technical evaluation shall be as per the methodology Stated in Section II: Evaluation and Qualification Criteria
ITT14	The financial proposals of those firms that satisfy the technical parameter mentioned in the qualification criteria shall be opened.
ITT15	The evaluation of the Tenderer financial offer shall be carried out as per the methodology stated in Section II: Evaluation and Qualification Criteria.
	1) The performance security shall be provided within fifteen (15) days from the date of issue of Letter of Acceptance
	2) Performance Security shall be in the form of an unconditional and irrevocable Bank Guarantee issued by any Nationalized bank in India that is acceptable to the NOIDA, using the format given in the Tender Document.
	3) The performance security shall be valid for the entire Contract Period.
ITT16	1) The Tenderer shall commence the installation of the processing plant as per the milestones mentioned in Section III: Terms of Reference.
	2) The Tenderer shall provide the performance security within fifteen (15) days of receiving the Letter of Acceptance.
	3) The Tenderer and NOIDA shall sign the DBOO Agency Agreement within fifteen (15) days. If the eligible successful selected Tenderer fails to sign the contract within the period mentioned above, then the contract may be cancelled by the NOIDA.
ITT17	The Performance Period for the DBOO Contract shall be Three (3) years that will be reckoned from the date of the signing of the agreement.

NOIDA:

The NOIDA as named in the TDS is responsible for:

1. Review the Invitation for Tender and give approvals;
2. Supervising the Agency selection process;
3. Issue the Letter of Intent to selected Tenderer;
4. Issue notices, instructions and approvals during the execution of the work by the Agency (any notice, instructions and approvals issued by NOIDA shall be binding only when they are consented by the NOIDA);
5. Appoint Adjudicators and Arbitrators in case of disputes;
6. Delegate responsibilities as decided by CEO, NOIDA.

Terms of Termination

1. In the event of failure noticed in the project as per SoW in the contract, NOIDA will initiate the action for termination of contract after giving proper notice.
2. In the event of failure to show the performance as agreed in the contract, NOIDA will initiate the action for termination of contract after giving proper notice.

SECTION V: Tender Forms
FORM TECH-1
LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

[Name and address of Employer]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

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.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signatory *[In full and initials]*

Name and Title of Signatory:

Name of Firm: Address:

Form 2: BIDDER'S ORGANIZATION AND EXPERIENCE

Form 2A: Format for Details of Bidder

1. Details of Bidder

a.	Name of bidder with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	GSTN Registration Number (copy).	:	
j.	Permanente Account Number (copy).	:	
k.	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

Form 2B: Format for Financial Capability of the Bidder (Equivalent

in Rs. crores)

Bidder*	-----(<i>Name of Bidder</i>)				
FY	2018-19	2017-18	2016-2017	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor					
<p>This is to certify that..... (<i>Name of the Bidder</i>) <i>has</i> received the payments and annual turnover as shown above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>UDIN No:</p> <p>Date:</p> <p>(<i>Signature, name and designation of the authorised signatory</i>)</p>					

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

* Bidder should fill in details as per the row titled Annual turnover in the row below.

FORM TECH – 3
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 favor 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, as applicable) 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 “.....” in response to the TOR Document dated.....issued by New Okhla Industrial Development Authority (NOIDA), (the Company) 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 Company may require us to submit. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information/responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Bid till the completion of the bidding process as per the terms of the TOR Document and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

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

Signed by the within named

----- [Insert the name of the executant company]

Through the hand of

Mr.....

Duly authorized by the Board to issue such Power of Attorney

Date 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 tamp of Notary of the place of execution

FORM FIN-1
Letter of Financial
Proposal

Date: _____

RFP No.: _____

Tender Title: “Engagement of Agency for Pet Registration Scheme in Noida”

To: _____

Subject: Financial Proposal based cost in rupees per month for Pet Registration Scheme in NOIDA

In reference to our Technical Proposal for the Invitation for Tender referred above, we hereby submit our Financial Proposal along with all documents as stated in the Instruction to Tenderer.

We, the undersigned, offer to provide the services in accordance with your Invitation for Tender dated [Date], and our Proposal (Financial).

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 Tender and any further extensions given to the validity period of the Tender.

We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm:

FORM FIN-2

**Schedule/Bills of Quantities and Rates (BOQ) Sub:
Dumpsite Remediation at Noida.**

Sr.	Item description	Unit INR/Month
1	Registration Charges/ Pet	
Cost Break-up		
Rate in Words: Rupees.....only		
a)	Registration Kit (INR/Pet)	
b)	Data Collection and Management Cost (INR/Pet)	
c)	Other Cost (Please Specify) (INR/Pet)	

** Difference in the Rates in words and figures, the lowest will be consider as final rate.*

General Conditions of Contract

1. General Provisions

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Bidder” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.”
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India.
- (i) “Local Currency” means Indian Rupees.
- (j) “Party” means the “Employer” or the Bidder, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Bidders or by any Sub-Bidders and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (l) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the work to be performed by the Bidder pursuant to this Contract, as described.

(o) “Third Party” means any person or entity other than the “Employer”, or the Bidder.

(p) “In writing” means communicated in written form with proof of receipt.

1.2 **Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 **Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

1.5 **Notices:**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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 by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 **Location:** The Services shall be performed at such locations as are specified in the document hereto and, where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Bidder may be taken or executed by the officials specified in the document.

1.8 **Taxes and Duties:** The Bidder, Sub-Bidders and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9 **Fraud and Corruption**

1.9.1 **Definitions:** It is the Employer’s policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (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 two or more bidders, with or without the knowledge of the Employer, 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;

1.9.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of this Contract, the Bidders shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Bidder instructing the Bidder to begin carrying out the Services as per the date of agreement.

2.2 Commencement of Services: The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the RFP.

2.3 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP.

2.4 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, 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 extreme 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.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case 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 written notice of the restoration of normal conditions as soon as possible.

(c) 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.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Employer”, shall either:

(i) Demobilize, or

(ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its 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 allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.9 Termination

2.9.1.1 by the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in par NOIDA (a) through (h) of this Clause GC 2.9.1.1 (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Bidder, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Bidder submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the bidder fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the bidder to improve the quality of the services.

(g) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Bidders, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Bidder’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the “Employer”, the Bidder shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.4 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Bidder:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The bidder will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE BIDDER

3.1 General

3.1.1 Standard of Performance: The Bidder 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 Bidder shall always act, in respect of any matter relating to this Contract or to the

Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Bidders or Third Parties.

3.2 Conflict of Interests: The Bidder shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Bidder not to benefit from Commissions, Discounts, etc.: (a) The payment of the Bidder pursuant to Clause GC 6 hereof shall constitute the Bidder’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Bidder shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Bidder and Affiliates Not to Engage in Certain Activities: The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Bidder’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Bidder: The Bidder (i) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain insurance, at their (or the Sub-Bidders’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverage specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Bidder (i) 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 bases thereof, and (ii) shall periodically permit the “Employer” or its

designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

3.6 Bidder’s Actions Requiring “Employer’s Prior Approval: The Bidder shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Bidder may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Bidder shall always retain full responsibility for the Services. In the event that any Sub-Bidders are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Bidder to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Bidder shall submit to the “Employer” the reports and documents in a specified manner, in the form, in the numbers and within the time periods set forth in the RFP document. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said RFP.

3.8 Documents Prepared by the Bidder to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment and Materials provided by the Bidders: Equipment or materials brought into the Government’s country by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

4. BIDDERS’ PERSONNEL AND SUB-BIDDERS

4.1 **General:** The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidders as are required to carry out the Services.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the bidder for providing the services i.e. service tax or any such

applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.2 Payment: In consideration of the Services performed by the Bidder under this Contract, the “Employer” shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE BIDDER

6.1 Total Cost of the Services (a) the total cost of the Services payable is set forth in the proposal to the Employer and as negotiated thereafter.

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.

(b) If the deliverables submitted by the bidder are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the bidder. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the bidder only after it resubmits the deliverable and which is accepted by the Employer.

(c) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC.

(d) In case of early termination of the contract, the payment shall be made to the bidder as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. Based on such details, a reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the bidder in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 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.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and

without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (NOIDA and Bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, NOIDA on receipt of written notice / demand of appointment of Arbitrator from either party.

8.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of NOIDA, only.

8.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings and currency of the Concession Agreement, the Agency shall continue to perform and make due payments to NOIDA as per the Concession Agreement.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.05 % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Bidder shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Bidder shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Bidder shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
- (vi) The Bidder shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Bidder for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

11. Performance Security

The Performance Security shall be provided @ 5% of the Contract value in the form of FDR/BG from the Nationalized Bank to the Employer valid till the contract period. It needs to be submitted within 15 days from the award of letter of intent and before the signing of the concession agreement.

Appendices

List of Commercial Areas in Noida Authority

Uploading scanned copies on e-tender(www.etender.up.nic.in)		
S. No.	Document Type	Document Format
1.	Financial Bid	The Financial Bid proposal shall be submitted online on the (www.etender.up.nic.in) as per Annexure-1 Note that the scanned copy of duly filled and signed financial bid in the Annexure - 1 shall be uploaded only on e-tender website under financial bid section. After opening of financial bids, the highest bid will be evaluated manually.