



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
GAUTAM BUDH NAGAR, UTTAR PRADESH**

Request for Proposal

For

(Closed/ Limited tender for only empanelled agencies under the category of Architectural Services (A3); Urban Designers (UD3), Urban Planners and Landscape Architects (L3)

Hiring Consultants for designing the City Entry Points and Upliftment of multiple Rotaries at Greater Noida

Issued by:

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park IV,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201308

Disclaimer

This Request for Proposal (RFP) document for Hiring Consultants for designing the City Entry Points and Upliftment of multiple Rotaries at Greater Noida (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder/Consultant. The purpose of the RFP Document is to provide the Bidders/Consultants (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Greater Noida Industrial Development Authority** (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Contents

- 1 Data Sheet.....1
- 2 Instructions to Bidders2
 - 2.1 General instructions.....2
 - 2.2 Preparation, submission, opening & acceptance of Proposals/e-bids3
- 3 Terms of reference8
 - 3.1 Scope of services9
 - 3.2 Team.....12
 - 3.3 Deliverable and Payment Milestones13
 - 3.4 Fee payable to the consultants empanelled as Urban Designer III / Urban Planner / Landscape Architects III:.....14
- 4 Eligibility and Evaluation criteria15
 - 4.1 Pre-qualification criteria15
 - 4.2 Evaluation15
- Annexure A: Standard Forms17
 - FORM 1: Proposal Submission Form.....17
 - FORM 2: Financial Proposal19
 - FORM 3: Proof of Empanelment20**
- Annexure B: General Conditions of Contract (GCC).....21

1 Data Sheet

1	Name of the Bid	Hiring Consultants for designing the City Entry Points and Upliftment of multiple Rotaries at Greater Noida
2	Time-period of contract	06 Months including project execution (During this period, the Authority may give additional similar projects on Professional Fee as decided as part of this RFP)
3	Method of selection	QCBS (<i>Quality cum Cost Based Selection</i>)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 11,800 including GST (INR Eleven Thousand Eight Hundred Only incl. GST)
5	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000 (INR One lakh Only)
6	Performance Security	10% of contract value in the form of BG/ FDR valid for duration of contract + 3 months.
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Authority's official for addressing queries and clarifications	Additional Chief Executive Officer (V) Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91 120 2336016 Email: aceov@gnida.in Website: www.greaternoidaauthority.in
9	Proposal Validity Period	180 days from Proposal Due Date
10	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	08.02.2023
	Proposal Due Date (PDD)/ Bid End Date	22.02.2023 (IST 05:00 pm)
	Pre-Bid Meeting (on Zoom)	15.02.2023 at IST 1:00 pm <i>Meeting ID: 881 9466 8991; Passcode: 123456</i>
	Opening of Technical Bid	24.02.2023 (IST 11:00 am)
	Concept Presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
Signing of Agreement	To be communicated	

Table 1: Data Sheet

2 Instructions to Bidders

2.1 General instructions

2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

2.1.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
 - a. Authority reserves the right to reject any Proposal if:
 - b. At any time, a material misrepresentation is made or discovered, or
 - c. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
2. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

2.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:
3. "Queries/Request for Additional Information concerning RFP to undertake Hiring Consultants for designing the City Entry Points and Upliftment of multiple Rotaries at Greater Noida."
4. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
5. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <https://www.greaternoidaauthority.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant

clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

2.1.6 Data identification and collection

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination and accepted the RFP in totality;
 - b. Received all relevant information requested from Authority and;
 - c. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
3. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.2 Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their

Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

2. The Bidders have to follow the following instructions for submission:
 - i. For participating 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 Ltd. (UPLC), Lucknow if they have not done so previously.
 - ii. 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-bid/Proposal submission activities. Registering the 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.
 - iii. 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 DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
 - iv. 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-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
 - v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
 - vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC 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 files already prepared and stored in the Bidder's computer.
 - vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal 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-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
 - viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal 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.
 - ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

1. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. 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-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

2.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC 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 bid 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-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will 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 detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority 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 the Authority, 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - i. at any time, a material misrepresentation is made or uncovered, or
 - ii. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
4. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or

5. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.9 Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

2.2.12 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - b. It contains all information as desired in this RFP.
 - c. Information is provided as per the formats specified in the RFP.
 - d. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
 - e. Power of Attorney for Lead Member of Consortium, if applicable
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

2.2.13 Clarifications sought by Authority

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

2.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause 4.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.2.15 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD may-
 - a) either be returned after submission of Performance Security and signing of the contract, or,
 - b) may be converted into performance security. In such case, the balance Performance Security must be submitted to the Authority as the Bank Guarantee/ FDR, as per Clause 2.2.18.
5. The EMD may be forfeited:
 - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
 - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

2.2.16 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.2.18 Performance Security

1. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank in favor of GNIDA valid for six months after completion of the Project.
2. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.

3 Terms of reference

Greater Noida is a greenfield, modern, integrated city, located about 35 km from the National Capital, Delhi. The Master Plan of this city envisages a population of around 1.2 million by the year 2021. The Greater Noida Industrial Development Authority (GNIDA) is the nodal authority responsible for development and administration of the city.

The integrated township is shaping up as India's smartest city, the National Capital Region's most modern urban development centre and its fastest developing centre of attraction. It has emerged as a modern model of far-sighted town planning.

Greater Noida is being developed as Metro centre providing for quality urban environment, to attract economic activities and population to decongest Delhi. Set-up in January 1991 under the UP Industrial Area Development Act 1976 provided the basic enabling framework for developing an efficient and integrated city. Planning for people is of foremost importance for GNIDA. A city is known through its public spaces and a city, which encourages use of public spaces by vulnerable age groups such as women, children and elderly throughout the day, can be deemed as a sociable inclusive and equitable.

Knowing the importance and understanding the need of well-designed public spaces at Greater Noida, GNIDA looks forward to hiring a Consultant to design multiple entry points of the city and re-design or uplift the existing various rotaries at multiple locations of Greater Noida. The Authority intends to select the Consultant through a competitive bidding process in accordance with the procedure set out herein.

3.1 Scope of Services

3.1.1. Part 1: Designing the Entry points of Greater Noida

This part of the project consists of the designing of the various entrances to the city to enhance the experience of the visitors and to create an aesthetically appealing entrance that projects the essence of the city. The locations or entry points are mentioned below-

Sr.	Entry Point Number	Location	Entry from
1.	Entry Point-1	Tigri Gate, Chipyana Khurd	Ghaziabad
2.	Entry Point-2	Char Murthi Gol Chakkar, Hindon	Noida
3.	Entry Point-3	Hindon Bridge, Sector-1	Noida
4.	Entry Point-4	Kulesra, Hindon	Noida
5.	Entry Point-5	Eastern Peripheral Expressway	Ghaziabad

The aim is to develop public spaces and reinvent the entrances to the city that promote more inclusive, welcoming and aesthetically pleasing places for the visitors. The main objectives are-

- Define the entrance to the city.
- Improve the aesthetics of existing entry points to the city.
- Depict the essence of Greater Noida.
- Improve the mobility experience of the visitors.
- Improve traffic operations at the entry points.

3.1.2. Part 2: Upliftment of multiple Rotaries at Greater Noida.

The Part 2 is an attempt to redefine the identity of Greater Noida through its streets and public spaces. The aim of this project is to bring about uniformity within Greater Noida in accordance with the design and material palette of elements used. The Consultant shall prepare designs for the **upliftment of rotaries as well as the traffic islands, and adjacent areas**, as placed along the rotaries. Consultant shall refer to manuals by ITDP and UTTIPEC. Both the documents are available online. The locations or entry points are mentioned below-

Sr.	Rotary Number	Location	Coordinates
1.	Rotary-1	Delta Chowk (105 m road)	28.477409, 77.524470
2.	Rotary-2	Jaypee Rotary (105 m road)	28.472934, 77.516568
3.	Rotary-3	GNIDA-Depot Rotary	28.486970, 77.541239

4.	Rotary-4	Sirsa Gol Chakkar (Towards Eastern Peripheral Expressway)	28.433842, 77.573244
5.	Rotary-5	Tilapta Rotary	28.524219, 77.517169
6.	Rotary-6	Char Murti Rotary	28.604309, 77.427377
7.	Rotary-7	Sector Sigma-4 & Dhadha Rotary	28.449922, 77.563287
8.	Rotary-8	Hanuman Mandir Rotary	28.583023, 77.441334
9.	Rotary-9	All 4 rotaries at 130m road (till Ek Murti)	28.602301, 77.449782; 28.592513, 77.459042; 28.576746, 77.467794 28.565475, 77.475610;
10.	Rotary-10	Sector Omicron 2 and 3 Rotary	28.468145, 77.551159
11.	Rotary-11	Sector Omicron 1 and 1A Rotary	28.456050, 77.559949
12.	Rotary-12	Kasna- Honda Junction	28.458028, 77.520439

The aim is to develop public spaces and reinvent the streets and rotaries of the city to promote more inclusive, welcoming and aesthetically pleasing places for the visitors. The main objectives are-

- a. Improve the aesthetics of existing rotaries in Greater Noida
- b. Depict the essence of Greater Noida.
- c. Improve the mobility across the city.
- d. Improve traffic operations at the rotary points.

3.2 Tentative Cost of the Project

The tentative cost of the project is approx. **INR 20 Cr**. The approximate break-up of the components is as follows-

- a. 5 entry points (approx. 15 Cr)
- b. 12 rotaries (approx. 05 Cr)

The final cost of the project will be decided as per the finalization of the design and consecutive approvals.

3.3 Scope of services

The scope of services for Project 1 and 2 shall be as follows:

STAGES	DETAILS OF SERVICES
Conceptual Design [STAGE 1]	<ol style="list-style-type: none"> 1. Conduct topographic survey of the study area which should detail all abutting structures, gates, roads, fences, trees, landscape & streetscape features, at-grade utilities etc. based on the topographic survey base map shall be prepared. 2. Quick assessment of existing site conditions (local connectivity, public transport system, circulation patterns in accordance with the abutting land use, climatic conditions) through available reports and documents. 3. Ascertain the design parameters in accordance with the quick assessment conducted. 4. Conceptual design with all elements. Prepare rough estimate of cost on area basis. 5. Submission of concept report with rough estimates.

STAGES	DETAILS OF SERVICES
Draft Detailed Design [STAGE 2]	<p>6. Identify program and social infrastructure that should be introduced in the study area to make it a lively, active and vibrant place.</p> <p>7. Design shall be developed that complements the surrounding developments. Emphasis should be given to planting native plants and trees.</p> <p>8. Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Authority's approval along with preliminary estimate of cost on area basis.</p>
Final Designs [STAGE 3]	<p>9. Detailed design of all elements and incorporation of inputs received on the draft detailed design</p> <p>10. Prepare working drawings,</p> <p>11. Finalize specifications and detailed BOQ schedule of quantities</p> <p>12. Tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.</p> <p><i>Note- The consultant must prepare drawings necessary for Authority's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Authority in obtaining the statutory approvals thereof, if required.</i></p>
Final BOQ and Tender Documents and appointment of Contractor [STAGE 4]	<p>13. Preparation of documents for pre-qualification of Contractors, inviting of RFQs, evaluation of the applications and short-listing agencies for the project.</p> <p>14. Preparation of tender documents including specifications and bill of quantities, drawings etc. for calling of tenders & implementation of Project.</p> <p>15. The consultant shall assist the Authority in holding pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the TOR shall be drawn up by the Agency and, the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main Contract document for the work.</p> <p>16. The Agency shall assist the Authority in executing the Contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.</p>
Construction Stage Activities [STAGE 5]	<p>Construction & Commissioning</p> <p>17. Agency shall help the Authority in executing and commissioning the work and for getting the project facility constructed as per approved designs.</p> <p>Construction Supervision</p> <p>18. Agency shall be responsible to visit the site of work and provide periodic visits fortnightly for first three months and monthly thereafter to clarify any decision or interpretation of the drawings and specifications that may be necessary and to ensure that the project proceeds generally in accordance with condition of contract up to satisfaction of Engineer in charge. Agency shall submit the report along with the observations for each visit.</p>

STAGES	DETAILS OF SERVICES
Completion [STAGE 6]	19. Prepare and submit completion reports and drawings for the project as required and assist the Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required. 20. Issue two sets of as built drawings including services, structures and plantation.

3.4 Team

The Consultant must have a team of experts who can produce best quality and timely deliverables. The minimum team of the consultant must consist of the following personnel:

Table 2: Required Team

Key Professionals			
S.no	Position	Professional Experience	Qualification and Specific Expertise
1.	Team Lead	Minimum 10 years	Shall have master's degree in Design/ Planning/ Architecture/ or equivalent, from a reputed institution of India or abroad. Should have experience in managing similar projects and should have some experience in working with any govt. organization in India.
2.	Senior Designer	Minimum 05 years	Shall have master's degree in Design/ Planning/ Architecture/ or equivalent, from a reputed institution of India or abroad. Should have experience in similar projects and should have some experience in working with any govt. organization in India.
3.	Junior Designer	Minimum 03 years	Shall have master's degree in Design/ Planning/ Architecture/ or equivalent, from a reputed institution of India or abroad. Should have experience in similar projects and should have some experience in working with any govt. organization in India.

All bidders must note, the team included for this project must be on a payroll with the bidding organisation. The bidders must submit an undertaking by the team which clearly states all the team members are current employees of the bidder and will be available for the entire duration of the project.

3.5 Deliverable and Payment Milestones

The Consultant must provide a report of completed tasks at every stage along with as required submission listed below. For closure of each stage, all the submissions by the Consultant must be approved and accepted by the Authority.

Stage	Milestones/ Deliverables	Completion / Submission Time (at the end of) (from date of award of contract)	% Payment on Approval of the Deliverable.
1	Submission of Conceptual Designs	T + 15 days from the award of contract	15%
2	Submission of Draft Detailed Design	T + 1 month from the award of contract	10%
3	Submission of Final Design	T + 1.5 months from the award of contract	20%
4	Submission of Final BOQ and Tender Documents and appointment of Contractor	T + 2 months from the award of contract	10%
5	Upon completion of 40% of work	-	20%
6	Project Completion and submission of As Built drawings	T + 6 months from the award of contract	25%

Weekly/ fortnightly meetings with GNIDA committee members to check upon the progress of the consultant will be planned as per the requirement. In case of a delay in submission of deliverable/s by more than one (1) month and if the cause of delay is not solely attributed to GNIDA, the Authority may impose a penalty of 2% of total cost of amount payable at that deliverable per month of delay. The decision of the Authority shall be final and binding on the consultant

Note:

- a) Depending on details required for every project (control design, good for constructions, tenders, filling for completion certificate etc.), the consultant shall only be paid till the completion of relevant stage for the said task in proportion of the project cost of the said project.
- b) In case of repeat design/ design revisions, no payment shall be given till stage 3.
- c) The size and scale of all deliverables, drawings, models, models to be prepared will be as per the requirement of that particular item, best industry norm and as decided by the Authority.
- d) Against each activity including sub activity, the consultant shall submit 05 (sets) sets both in the form of Hard & Soft copy. Kindly note that submission of signed and stamped hard copies will be required for the stage approval process. Additionally, the consultant will need to submit editable as well as non-editable (*AutoCAD and pdf format*) soft copies at each stage of submission.
- e) All payments shall be made only after approval of submitted documents to the Authority.

3.6 Fee payable to the consultants empanelled as Urban Designer III / Urban Planner / Landscape Architects III:

- i. For the professional fee, the bidder shall quote for its services as the percent of the cost of works assigned. The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages will be computed only after the finalization of the cost of the project.

Additional terms & conditions are as follows:

- This fee shall include all charges i.e. all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- The fee is inclusive of fees payable by the Consultant to any other sub consultant and associated consultant and nothing extra shall be payable by the Authority.
- The Consultant shall have to make all arrangements for the staff at their own cost.
- Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- The cost of the project shall be the cost of park development, as calculated on actual cost of structural/civil, landscaping, sanitary and electrical fittings and fixtures, artworks, furniture, mechanical equipment's, etc. on all items on which consultant rendered professional services.

Cost of the Project to be excluded for payment to the Consultant

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

- Plan approval and service connection deposited and fees payable to local and statutory bodies by the Authority
- Any other services which are not planned by the Consultant
- Cost of any rejected work
- Cost of any supervisory and other establishment employed on work by the Authority or the consultant
- Other contingent expenditure like press advertisement, publicity, inauguration, ceremonies of building etc.
- Fee paid to I.I.T./N.I.T or similar organization for vetting of structural design, etc., if any. The same shall be borne by Authority.
- Survey cost (for example, soil testing, geo technical survey, contour survey, survey related to utilities if required) in consultation/in principle approval with the Authority will be reimbursed by the Authority.
- Escalation in the cost due to increase in rates on materials, labor etc. after award of work
- Any deviation in the item of work not authorized by the Authority prior to its execution.

4 Eligibility and Evaluation criteria

4.1 Pre-qualification criteria

The Bidders must carefully examine the mentioned eligibility criteria.

This tender is limited to only empanelled agencies with GNIDA, as on the last day of submission of this RFP. The eligibility criteria are as mentioned below:

1. Empanelment with GNIDA under Architectural Services III category
2. Empanelment with GNIDA under Urban Designer III category
3. Empanelment with GNIDA under Urban Planner category
4. Empanelment with GNIDA under Landscape Architecture III category

Only Eligible Bidders will be taken up for Technical Evaluation.

Note: Proof of Empanelment with GNIDA must be attached along with the Proposal Documents. (Form 3)

4.2 Evaluation

The Bidder shall be selected under the Quality-cum-Cost Based Section (QCBS) with procedures described in this RFP.

Technical Evaluation Criteria:

The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest for only eligible consultants as per the eligibility criteria. The proposals will be technically evaluated during the technical / concept presentation on the following basis:

S. No.	Criteria	Maximum Marks	Documents to be submitted
A.	Technical Presentation	80	
1.	Concept	20	To be presented to the GNIDA tender evaluation Committee
2.	Innovation	15	
3.	Public Interaction with the design	20	
4.	Efficient utilisation of the space	15	
5.	Design and Implementation of similar projects in the last 05 years	10	
B.	Team	20	
6.	Team Lead	10	CVs of Key personnel
7.	Senior Designer	6	
8.	Junior Designer	4	
	Total	100	

Note: Top 05 (five) bidders qualifying with maximum technical marks will be eligible for opening of the financial bid. Minimum score of 60 marks is required to be technically eligible in the evaluation process and for opening of financial bid.

Method of Selection - Quality cum Cost based Selection (QCBS)

- The Technical Proposals will be allotted weightage of 70% while the Financial Proposals will be allotted weightages of 30%.
- Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. 1.2%

B. 1%

C. 1.1%

Using the formula $100 \times \frac{100}{EC}$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times \frac{100}{1.2} = 83$ points

B: $100 \times \frac{100}{1} = 100$ points

C: $100 \times \frac{100}{1.1} = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

Annexure A: Standard Forms

FORM 1: Proposal Submission Form

(On Applicant's letter head)

[Location, Date]

To:

[Name and address of Client]

Sub: Submission of proposal for _____ <Insert name of Project (along with the sport(s) applying for)>

Dear Sir,

With reference to your RFP Document dated *DD-MM-YYYY*, I/we, having examined all relevant documents and understood their contents, hereby submit our RFP for _____ (*Insert name of Project*)

1. The Proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of shortlisting for appointment as the Successful Applicant/Agency for the aforesaid Project.
4. I/We shall make available to the GNIDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the GNIDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - I/We have examined and have no reservations to the RFP Documents, including any Addendum/ Corrigendum issued by the GNIDA;
 - I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability to the Applicants of the Proposal document;
 - I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
 - I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
 - I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
 - I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GNIDA in connection with the shortlisting of Applicant or in connection with the Selection Process itself in respect of the above mentioned Project;
 - I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our RFP is not opened or rejected;
 - I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided

to us by the GNIDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;

- I/We agree and undertake to all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date:

Place:

Yours faithfully,

(Signature, Name and designation of the Authorized Signatory)
(seal of the Applicant)

FORM 2: Financial Proposal

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: (Insert name of the consultancy)

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

The financial proposal submitted in the BOQ format is unconditional and fulfils all the requirements of the RFP document. Provisions for Taxes & Duties shall be as per the terms stated in Standard Conditions C Clause 1.4 in Annexure B of the RFP document.

Our Financial Proposal for the Project is binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

FORM 3: Proof of Empanelment

(attach the proof of empanelment as received from GNIDA, clearly showing the date of empanelment)

Annexure B: General Conditions of Contract (GCC)

1. GENERAL PROVISIONS

1.1. Governing law and jurisdiction

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

1.2. Notices

1.2.1. Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

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

1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Authority or the Successful Applicant may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

1.4. Taxes and Duties

The Consultant and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.

1.5. Fraud and Corruption

1.5.1. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

1.5.2. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

1.5.3. "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;

1.5.4. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.6. Measures to be taken

The Authority will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract

2. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Authority. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

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

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause SC 2.10 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5. Force Majeure

2.5.1. Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

2.6.1. By the Authority (GNIDA)

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause SC 2.6.1. In such an occurrence the Authority shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days' in the case of the event referred to in (v).

- i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 38 hereof.

2.6.2. By the Consultant

The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this Clause SC 2.6.2

- i. If the Authority fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- ii. If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

iii. If the Authority fails to comply with any final decision reached as a result of arbitration.

2.7. Payment and Penalties upon Termination

Upon termination of the Contract pursuant to Clauses SC 2.6.1 or 2.6.2, the Authority shall make the following payments to the Consultant:

(a) payment pursuant to Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause SC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract. If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 2.6.1, then Authority may encash the performance security and/or recover any charges from the Consultant as may be deemed fit by the Authority

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

3.3. Conflict of Interests

The Consultant shall hold the Authority's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.4. Prohibition of Conflicting Activities

The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.5. Confidentiality

Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.6. Consultant's Actions

The Consultant shall inform the Authority in writing before taking any of the following actions:

Entering into a subcontract for the performance of any part of the Services,

Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant

3.7. Reporting Obligations

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

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

All designs, models, concepts, plans, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. All the original images should be submitted to the Authority.

The Consultant may retain a copy of such documents and software. However, for any future use of these documents, the consultant should take approval of the Authority.

3.9. Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

4. CONSULTANT'S PERSONNEL

4.1. Description of Personnel

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

4.2. Removal and/or Replacement of Personnel

- i. Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- ii. If the Authority finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- iii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance and Exemptions

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

6. PAYMENTS TO THE CONSULTANT

6.1. Contract Price

The contract price will be payable in Indian Rupee.

6.2. Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the RFP Document.

7. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

If the Parties are unable to resolve a dispute amicably through discussion or conciliation, the dispute may be referred to Arbitration. CEO of GNIDA Authority shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court as the case may be.

9. ADDITION AND ALTERATION

- 9.1. If it is found after call of tender for development and construction of the project, that the acceptable tender is not within the amount sanctioned then the Consultant shall if so desired by the Authority take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Consultant shall not be paid anything extra for such modification. If the Authority is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- 9.2. The Consultant shall not make any deviation, alterations, additions to or omission from the work shown/ described and awarded to the contractor except through and with prior approval of the CEO, GNIDA or any other officer authorised by him, in writing.

10. NUMBER OF DRAWING SETS AND COPY RIGHT

- 10.1. All the estimates, bill of quantities with detailed measurements, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings or other services/ utilities (internal and external) would be supplied by the Consultant as required for submission to all the local bodies and other authorities plus sets required by the Authority itself being no less than ten sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the property of the Authority and it will have the right to use the same anywhere else but only at its own risk and responsibility.
- 10.2. The drawings cannot be issued to any other person, firm or authority, except to the associates and sub consultants of the Consultant or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Authority and / or its authorised representative.

11. ABANDONMENT OF WORK

- 11.1. If the Consultant abandon the work for any reasons whatsoever or become incapacitated from acting as Consultant as aforesaid, the Authority may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Authority subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement.
- 11.2. Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

12. GUARANTEE

- 12.1. The Consultant shall agree to re-design at his cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within six months from the date of start of regular use of the portion of work affected.
- 12.2. The Authority shall grant right of access to the Consultant of these portions of the work claimed to be defective for inspection.
- 12.3. The Authority may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the above clause.

13. DETERMINATION OR RECESSON OF AGREEMENT

The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- 13.1. If the Consultant being a firm shall pass a resolution or the court shall make any order that the firm shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 13.2. If the Consultant is in breach of any of terms of agreement
- 13.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers:

13.4. To determine or rescind the agreement

13.5. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

14. GENERAL

14.1. The Consultant shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any and also ensure that the work is carried out in accordance with drawings, specifications and conceptual plan.

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

14.3. The appointment of the Authority's own supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy their requirement.

14.4. The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the Authority in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models and drawings.

14.5. The Consultant shall indemnify and keep indemnified the Authority against any such claims and against all cost and expenses paid by the Authority in defending itself against such claims.

14.6. It is hereby further agreed between the parties that the stamp duly payable under the law in respect of this agreement shall be borne by the Consultant.