



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

Request for Proposal

for

**Hiring a consultant for providing services for Land audit and door to door survey to the Greater Noida Industrial Development Authority**

**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 a consultant for providing services for Land audit and door to door survey to the Greater Noida Industrial Development Authority (hereinafter referred to as the “Project”) contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (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.



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## 1 Data Sheet

1	Name of the Bid	Hiring a consultant for providing services for Land audit and door to door survey to the Greater Noida Industrial Development Authority																				
2	Time-period of contract	12 months (extendable based on performance)																				
3	Method of selection	QCBS (80:20)																				
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 10,000 + GST (INR Ten Thousand Only + GST)																				
5	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000 (INR One Lakh Only)																				
6	Financial Bid to be submitted together with Technical Bid	Yes																				
7	Name of the Authority's official for addressing queries and clarifications	<b>OSD, Land Department</b> Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Email: <a href="mailto:osdhv@gnida.in">osdhv@gnida.in</a> Website: <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>																				
8	Proposal Validity Period	90 days from Proposal Due Date																				
<b>Schedule of Bidding Process</b>																						
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9																						
10	Consortium to be allowed	Yes																				
11	Sub-contracting is allowed	No																				



## **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 more than one application

#### **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.
2. Authority reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or
  - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - iii. 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:



“Queries/Request for Additional Information concerning RFP to undertake Hiring a consultant for providing services for Land audit and door to door survey to the Greater Noida Industrial Development Authority.”

3. 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.
4. 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:
  - i. Made a complete and careful examination and accepted the RFP in totality;
  - ii. Received all relevant information requested from Authority and:
  - iii. 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 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 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:
  - a. at any time, a material misrepresentation is made or uncovered, or
  - b. 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 such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
  - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
  - b. 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:
  - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - ii. It contains all information as desired in this RFP.
  - iii. Information is provided as per the formats specified in the RFP.
  - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
  - v. Power of Attorney, 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 will be returned after submission of Performance Security and signing of the contract.
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 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. While developing a new planned city, land availability stands out to play a major role in marking the development boundaries.

Land bank is a key driving factor catalysing the development of a city. For this purpose, it is paramount that its land database is maintained and updated on a regular basis, also this database should be available on the fingertips of the decision-making officials of GNIDA.

The primary objective is to ensure the alignment of data between on-ground observations and official records concerning land acquisition, purchases, allotments, and resumptions. Additionally, the scope encompasses the crucial task of identifying any instances of land encroachments within GNIDA. This comprehensive initiative aims to introduce an additional layer of verified Khasra layout information, including details of ongoing and historical litigations, onto the existing OneMap GIS based map, the Master Plan, Google Earth, and up-to-date drone surveys.

The indicative list of notified villages of Greater Noida are as follows:

Sr	Village Name	Sr.	Village Name
1	Aichar	41	Malakpur
2	Aimnabad	42	Mathurapur
3	Ajyabpur	43	Maycha
4	Aamka	44	Mahudinpur Urf Garavpur
5	Badalpur	45	Mursadpur
6	Badpura	46	Namoli
7	Birondi Chaksenpur	47	Nagla Kirawali
8	Bironda	48	Pali
9	Bishada	49	Patwari
10	Bisrakh Jalalpur	50	Raipur Bangar
11	Chaprola	51	Rampur Jagir
12	Chipyana Khurd urg Tigri	52	Ranoli Latifpur
13	Chitera	53	Rasulpur Rai
14	Chuadpur Khadar	54	Rithori
15	Dabra	55	Roja Yakabpur
16	Dadri	56	Sadopur
17	Dadha	57	Safipur
18	Devla	58	Saini
19	Fathepur Rampur	59	Sakipur
20	Ganghola	60	Sirsa



Sr	Village Name	Sr.	Village Name
21	Gharbara	61	Surajpur
22	Ghodi Bachera	62	Thapkheda
23	Gulistanpur	63	Tilpata Karanwas
24	Habibpur	64	Tugalpur
25	Haibatpur	65	Tusiyana
26	Hajratpur	66	Suthiyana
27	Imliyaka	67	Rupwas
28	Ithera	68	Chipyana Bujrug
29	Jaitpur Urf Vaishpur	69	Roja Jalalpur
30	Junpat	70	Shaweri
31	Kasna	71	Baidpura
32	Kyampur	72	Yosufpur Chaksaweri
33	Khanpur	73	Barhpur Gajrola Urf Nawda
34	kherpur Gujjar	74	Guujarpur
35	Kheda Choganpur	75	Jon Samna
36	Khodna Khurd	76	Haldona
37	Kicachpur Urf Kalishpur	77	Haldoni
38	Lakhnawali	78	Kulsera
39	Luksar	79	Rohlilapur
40	Makoda		

### 3.1 Scope of services

The scope of the project includes preparation, managing and updating the Land Records at Greater Noida Authority on a weekly basis. The work shall include, but not limited to, the following

Spatial Data Management and Assistance for On-Field Verification and Data Mapping of Acquired Khasra Numbers on the GNIDA GIS OneMap Portal.

#### A) PART 1: Spatial Data Reference Framework

- Establishing a spatially accurate data reference framework using UAS/Drone-based Photogrammetry/LiDAR technology with under 10cm positional accuracy for each plot and estate, ensuring alignment with area dimensions specified in the allotment. In case of government restrictions on drone-based mapping, the bidder, with prior GNIDA approval, will employ alternative ground-based survey methods and deliver the required data.
- Creation of adequate Ground Control Points (GCPs) for each Authority Area, referencing Primary Control Points (PCP) provided by SOI or approved by GNIDA, utilizing DGPS (Differential Global Positioning Systems) for survey and data processing. CORS Stations are mandatory.
- Digitization of the Industrial Area Master Plan and preparation of a geo-referenced Industrial Area Master Plan using the established spatial framework.
- Deployment of a spatially accurate data reference framework for mapping assets at the plot and industrial area levels, facilitating GNIDA's Decision Support System for plot/asset-level planning.
- Conducting a survey of each plot within the Authority area using UAV/Drone technology with Photogrammetry/LiDAR to capture 3D data, including current land use, topographic levels/elevations, and dimensions of all mappable objects within the plot
- Ensuring that the surveyed plot data aligns with the specified plot dimensions/boundaries and maintains a positional accuracy of within 10cm.



- g) Digitization of allotment details for each plot from GNIDA records and linking it to the surveyed data, enabling a comparison of dimensional details between spatially surveyed data and non-spatial attribute data within the Industrial area.
- h) Capturing photographs of each plot in its current condition and geo-tagging them to the survey data, particularly for commercial/industrial plots.
- i) Geo-rectification of Khasra maps and their integration with RoR (Record of Rights), followed by validation in accordance with 6(1) Notification standards.
- j) Discrepancies in khasra boundaries, as per land records, have arisen due to the use of chain (sakli) measurements in the survey, resulting in an error of approximately 15% between the khasra boundaries on the ground and the corresponding representation on the One Map GIS platform. The consultant will be responsible for recalibrating the khasra boundaries by referencing permanent features like water bodies, roads, and railway lines. This recalibration aims to ensure that the khasra map on the One Map GIS accurately reflects the real-world situation. Consequently, the Greater Noida masterplan will also require adjustment in alignment with the updated cadastral maps.

## **B) PART 2: Digital Numbering through door-to-door survey**

The objective is to assign unique digital numbers to all plots of the Greater Noida Industrial Development Authority through ground truthing. The unallotted plots shall include vacant plots, green belts, 6% Abadi plots, lease back plots, facility plots and any other land parcels which are yet to be allotted by Greater Noida. Data is to be captured in compatible file formats for seamless integration with GNIDA One Map GIS.

Implementation steps:

- a) Door-to-Door Information Collection:
  - Perform a door-to-door survey using precision GPS-enabled devices/systems to gather basic information about each unit.
  - Capture photographs of plots/ buildings in their current condition and geotag them to the survey data
- b) Boundary digitization and survey:
  - Identify and digitize the boundaries of allotted GNIDA areas within the specified timeframe.
  - Assign a unique identification number to each unit during the survey.
- c) Mapping and Reporting
  - Mapping the boundaries of all notified villages of GNIDA.
  - Number all roads/ streets in all notified villages
  - Identify deviations between land acquired and land under GNIDA's possession within GNIDA-notified areas.
  - Mark deviations on GIS maps and submit reports detailing findings related to land status, including acquisition, possession, and non-possession.
  - Identify unallotted plots and unutilized land within GNIDA-notified areas.
  - Identify instances of unauthorized development within GNIDA-notified areas.





### **C) PART 3: Mapping of Lease back**

In certain cases, farmers request a lease-back arrangement, where they seek exemption for a specific portion of a khasra for Abadi purposes. If GNIDA approves the application, the designated portion of the khasra is returned to the farmer, and compensation is provided for the remaining khasra area.

When a farmer has been compensated for the entire khasra, any compensation related to the recognized lease-back portion is returned to GNIDA. However, the precise boundaries of the khasra area designated as a lease-back are not currently marked in the final layout.

Therefore, the consultant's task is to compile available departmental data (including the farmer's lease back application and its approval by GNIDA) and accurately mark the boundaries of the lease-back area, including both temporary and permanent building footprints, and assign a unique digital number to facilitate tracking.

### **D) PART 4: Mapping of ongoing and historic litigations:**

The consultant will be required to prepare a GIS based khasra layer with details of ownership of each khasra along with details of any ongoing or historic litigation. The overlapping of the digital numbering with the digitized version of the building footprint of each plot viewed with the layer of litigation will give a clear understanding of the following aspect of each Khasra:

- a) The original ownership details
- b) Details of purchase/ acquisition
- c) Details of any ongoing or historic litigation/ court cases
- d) In case a particular khasra has undergone litigation and has been awarded in favour of GNIDA, the khasra should reflect the same.

## **3.2 Deliverables:**

- a) The agency shall prepare a digital map with all internal and external Infrastructure/ utilities along with details of each Khasra. This digital map should be superimposed on the existing OneMap GIS platform which includes layers of the Masterplan, Google Earth images and existing drone survey. This layer will give me accurate details of the ownership of each khasra, its land use and current allotment status. GNIDA owned khasra should have the previous ownership details along with date of acquisition/ purchase.
- b) Identification and benchmarking of the extents of encroachments on vacant plots, green belts, resumption land as well as allotted land parcels.
- c) Details of 6% plots with details of allotment and details of past ownership of the allottee. The plot details should have area, dimensions, name of allottee, date of allotment and details of past ownership details, say a farmer with a original land holding.
- d) Details of lease back with exact extents, ownership details, date of application, date of acceptance by GNIDA and the building footprint (permanent and temporary)
- e) The digital map should highlight any discrepancies with regards to conditions on ground and conditions reflected on the layout.
- f) Details of ongoing or historic litigation/ court cases in each khasra
- g) Identification of missing allottee information on the OneMap GIS Map and adding a layer of up-to-date allotment information on the OneMap platform based on the ground truthing exercise.

#### **HARD COPY SUBMISSIONS:**

- a) A1 size Survey drawings of each sector – 3 copies
- b) A3 size atlas reference book for GNIDA – 3 copies



- c) A1 size survey drawings with details of each khasra in villages where land purchase is currently in progress. – 3 copies

### 3.3 Team

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

Sr. No.	Position	Qualification	Required Experience
1	Team Leader cum Senior Engineer	BE / Diploma in Civil Engineering with good knowledge of Land Audit	10 years
2	Deputy Team Leader cum QA & QC	BE / Diploma in Civil Engineering with good knowledge of Land Audit	8 years
3	Quality Revenue Survey Engineer	BE / Diploma in Civil Engineering with good knowledge of revenue survey and audit	5 years
4	System Engineer	BE / Diploma in Civil Engineering/ any degree Engineering	5 years
5	Data Entry Operator	Diploma in Civil Engineering / ITI/ any degree in Computer Knowledge	5 years
6	Auto CAD Draftsman	Diploma in Civil Engineering / ITI / any degree in Computer Knowledge	3 years
7	Land Surveyor	Diploma in Civil Engineering / ITI	3 years

The bidder must ensure that there is no deviation in the team mentioned in the technical submission and the team deployed on site. In case any change in personnel is proposed, it may be entertained by GNIDA only if the proposed resource is better or equivalent to the outgoing resource.



### 3.4 Payment Terms

Sr. No.	Activity/ Deliverable	Timelines (from 'T', which will be the date of Contract)	% Of Contract Value
1	Inception Report (As is analysis and gap assessment report)	T + 15 days	10%
2	Drone survey report	T + 3 months	15%
3	Door to door and digital numbering report	T + 6 months	15%
4	Mapping of lease back and khasra wise ongoing and historic litigation of all khasras in the 25 priority villages**	T + 8 months	15%
5	Mapping of lease back of balance khasras	T + 9 months	10%
6	Mapping of ongoing and historic litigation of balance khasras	T + 11 months	15%
7	Integration with OneMap platform and presentation	T + 12 months	10%
8	Validation* of the GIS based Khasra map geo spatial representations from trusted institutes like Survey of India or any other remote sensing government agency.	T + 12 months	10%

\*The Consultant shall request validation upon the completion of the door-to-door survey and the digital numbering report, specifically in the 6th month of the Contract. The fees charged by The Survey of India or any remoting sensing government body in lieu of the validation shall be reimbursed to the consultant based on the actual expenses incurred.

\*\*The twenty-five priority villages are as follows:

- |                     |                      |
|---------------------|----------------------|
| 1. Tugalpur         | 15. Malakpur         |
| 2. Haldona          | 16. Kasna            |
| 3. Aicher           | 17. Jaitpur Vaishpur |
| 4. Bironda          | 18. Sakipur          |
| 5. Birondi          | 19. Rampur Jagir     |
| 6. Patwari          | 20. Ghori Bachera    |
| 7. Bisrakh          | 21. Makora           |
| 8. Kohallapur       | 22. Rampur Fathepur  |
| 9. Namdi            | 23. Maicha           |
| 10. Roza Yakubpur   | 24. Ajabpur          |
| 11. Aimnabad        | 25. Rithori          |
| 12. Khairpur Gujjar |                      |
| 13. Ithera          |                      |
| 14. Surajpur        |                      |



## 4 Eligibility and Evaluation criteria

### 4.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the conditions as mentioned in Table 1.

Table 1: Eligibility Conditions

#	Eligibility Conditions	Documentary proof to be submitted
1	The Bidder should be a company registered under the Company Act or partnership firm registered under the partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008.	Company Registration certificate
2	<b>Financial Capacity:</b> The Consultant must have an average annual turnover of at least INR 15 crore in three (3) consecutive financial years in last four (4) Financial Years from the date of bid submission.	Form 3 and Audited Financial statements from Chartered Accountant or Statutory Auditor
3	<b>Technical Capacity</b> The Bidder must have undertaken at least one similar assignment of land audit in the last 7 years	Form 4 Work orders / completion certificate confirming year and area of activity along with issuing Authority (Central or State Government)
4	The Bidder should not have been barred by the Central Government, any State Government, a 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 the Proposal.	Undertaking as per FORM 6
5	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking as per FORM 7
6	ITR for last 3 financial years	
7	GST Registration No.	GST Certificate, Certificate from CA regarding GST Compliance i.e. Tax deposited, Filing of Return & G.S.T. (Where it is applicable)

Only Eligible Bidders will be taken up for Technical and Financial Evaluation.



## 4.2 Evaluation criteria of e-bids

The technical bid will be evaluated as per the criteria defined below:

S.No.	Criteria	Maximum Marks	Documents to be submitted
1	The company should have an average annual turnover of 15 crores in any 3 consecutive years in the last 4 financial years a) 15 to 20 Crores – 6 Marks b) 20 to 25 Crores – 8 Marks c) 25 Crores Above- 10 Marks	10	Completion Certificate from Client
2	The organization should have carried out and successfully completed land audit including identification of vacant land/ un allotted plots and encroachments for a project of at least 17,600 Hectares in the last 7 years.	20	Completion Certificate of the claimed experience
3	The Bidder Shall have successfully completed at least one project of Aerial Drone Survey for an approximate area of 176.00 Sq. Km in last seven years.	20	Completion Certificate of the claimed experience
4	The bidder should have successfully developed an application for land asset inventory or any other application for mitigation of land related disputes	10	Completion Certificate of the claimed experience
2	Qualification and experience of key personnel <ul style="list-style-type: none"> <li>• Team Leader cum senior Engineer – 6 marks</li> <li>• Deputy Team Leader cum QA &amp; QC – 4 marks</li> <li>• Quality Revenue Survey Engineer – 3 marks</li> <li>• System Engineer – 2 marks</li> <li>• Data Entry Operator – 2 marks</li> <li>• Auto CAD Draftsman – 2 marks</li> <li>• Land Surveyor – 1 mark</li> </ul>	20	Filled: Form 9A & 9B: CV format Curriculum Vitae of key personnel
3	Technical Presentation <ul style="list-style-type: none"> <li>• Bidder's capability: 25%</li> <li>• Understanding of the project requirements: 25%</li> <li>• Approach and methodology for getting work done as per timeline: 25%</li> <li>• Appreciation of requirements: 25%</li> </ul>	20	

The bidder must ensure a score of at least 60 out of 100 to be deemed to be technically qualified for opening of financial bids.



### 4.3 Evaluation of Bids

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

- The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 60, will be opened and will be ranked in terms of their total evaluated cost using Quality cum cost- based selection (QCBS) process with Technical Score having weightage of 80% and financial price having Weightage of 20%.
- 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.



## Annexure A: Standard Forms

### FORM 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [title of assignment] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

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 Proposal Validity Period, 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 undertake, if our Proposal is accepted, to initiate the Land audit consultancy services related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

Address: \_\_\_\_\_



## FORM 2: Financial capacity of the Bidder

#	Financial Year	Annual Revenue (in INR)
1.		
2.		
3.		
4.		

*Note: Attach audited financial statements as proof of the above figures.*

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>

UDIN No.





### FORM 3: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in Rs. crore)
1			
2			
3			

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	



## **FORM 4: Bidder's organization and experience**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity]*



## FORM 5: Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

### Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:



## FORM 6: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

### Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced 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 agreement nor have had any agreement terminated for breach by us.

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:



## FORM 7: 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 wherein we have quoted our fees on a per hectare basis submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST shall be as per the terms stated in and Clause 1.5.6 of Annexure B, General Conditions of Contract in the RFP document.

Our Financial Proposal shall be 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 8A: List of Key Personnel

### Team Structure:

No. of personnel	Position	Proposed Profile	Education Qualification	Years of relevant experience
1	Team Leader cum senior Engineer			
2	Deputy Team Leader cum QA & QC			
3	Quality Revenue Survey Engineer			
4	System Engineer			
5	Data Entry Operator			
6	Auto CAD Draftsman			
7	Land Surveyor			

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:



## FORM 8B: CV Format

[Please capture all relevant information]

### Curriculum Vitae of Key Personnel

The following information should be provided in the format below for each of the key personnel as specified in the document: This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Proposed :	
Name of Firm :	
Name of Staff :	
Date of Birth :	Nationality :
Education :	
Employment Record	
From:	To:
Employer:	
Position Held	
Detailed Task Assigned	
Work undertaken that best illustrates capability to undertake the tasks assigned	

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:



## 5. Annexure B: General Conditions of Contract (GCC)

### General Provision

#### 5.1. Definitions

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

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- viii. "EMD" Earnest Money Deposit
- ix. "Government" means the Government of the Client's country/state
- x. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xi. "LOA" Letter of Award
- xii. "Official Website" is <https://www.greaternoidaauthority.in/>
- xiii. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xiv. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xv. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xvi. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xvii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xviii. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xix. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- xx. "days" means calendar days





- xxi. “weeks” means calendar weeks
- xxii. “months” means calendar months

## **5.2. Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **5.3. Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **5.4. Notices**

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.

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

## **5.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

## **5.6. Taxes and Duties**

TDS shall be deducted and deposited by the Authority. The Professional Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

## **5.7. Fraud and Corruption**

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. “corrupt practice” means 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 misrepresentation or omission of facts in order to influence the 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 Client, 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 the contract.



Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction 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, the said contract.

#### **5.8. Limitation of Liability**

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

#### **5.9. Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

#### **5.10. Liquidated Damages**

In case of delay in completion of Services from the desired time, liquidated damages not exceeding an amount equal to 2% (two per cent) of the per hectare rate agreed, subject to a maximum of 10% (ten per cent) of the per hectare rate agreed may be imposed and may be recovered by appropriation from Payment of the consultant or the Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause

#### **5.11. Performance Security**

For the purposes of the Agreement, performance security shall be deemed to be 10% of the Contract value (the "Performance Security"); which must be provided in the form of a bank guarantee / FDR from a Nationalised or a Scheduled Bank.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the the per hectare rate agreed may be recovered by appropriation from the Performance Security



as well. Depending on the severity of the situation, the entire Performance Security may get forfeited.

## **Commencement, Completion, Modification and Termination of Contract**

### **5.12. Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties.

### **5.13. Commencement of Services**

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

### **5.14. Expiration of Contract**

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### **5.15. Modifications or Variations**

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.

### **5.16. Force Majeure**

#### **5.16.1. Definition**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **5.16.2. No Breach of Contract**

The failure of a Party to fulfil 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.

#### 5.16.3. 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.

#### 5.16.4. 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.

### 5.17. Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

#### 5.17.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a) 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 Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.
- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) 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 sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

#### 5.17.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:



- a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) 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 sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 8 hereof.

#### 5.17.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- a) payment pursuant to GC Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **Obligations of the Bidder**

#### **5.18. 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 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 advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

#### **5.19. Responsibility of the Bidder**

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

#### **5.20. Confidentiality**

Except with the prior written consent of the Client, 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 the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

#### **5.21. Documents prepared by the Bidder to be the property of the Client**

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

#### **5.22. Accounting**

The Bidder 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.

#### **Obligations of the Client**

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.



## **Payments to the Bidder**

### **5.23. Professional fee and Payments**

The total payment due to the Bidder shall be governed by the professional fee as agreed in this Contract and shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual period except GST which will be paid extra by GNIDA at the rate applicable on the date of invoicing.

### **5.24. Terms and Conditions of Payment**

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

### **5.25. Good Faith and Indemnity**

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.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

### **5.26. Penalty**

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

### **5.27. Settlement of Disputes**

This Contract shall be governed by, and construed in accordance with, the laws of India.

#### **a. 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.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

#### **b. Arbitration**



In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

c. Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Gautam Budh Nagar, Uttar Pradesh.