

E – Bid Document

Request for Proposal

Selection of consultants to prepare a strategic roadmap for Real Estate Projects in Greater Noida City

Location: Greater Noida, Uttar Pradesh

August, 2017



Issued by:

Greater Noida Industrial Development Authority

Plot No: 01, Knowledge Park IV, Greater Noida

Uttar Pradesh 201310

Disclaimer

This e-Bid document for establishing “**Selection of consultants to prepare a strategic roadmap for Real Estate Projects in Greater Noida City**” contains brief information about the scope of work and selection process for the Successful Bidder (or “Consultant”). The purpose of the e- Bid document is to provide the Bidder/ Consultant with information to assist the formulation of their proposal (“the Proposal”). The services related to provision a strategic roadmap for Real Estate Projects in Greater Noida envisaged by the Authority will further be known as “the Project”.

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Bidder. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid for the competition.

Greater Noida Industrial Development Authority (“GNIDA”), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this e-Bid or arising in any way in this selection process.

GNIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. GNIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this e-Bid.

Data Sheet

1	Name of the Bid	Selection of consultants to prepare a strategic roadmap for Real Estate Projects in Greater Noida City
3	Method of selection	QCBS (Quality cum Cost Based Selection)
4	Bid Processing Fee	INR 5,000/- + GST @18% (INR Five thousand only) (through RTGS only)
5	Ernest Money Deposit (EMD)	INR 50,000 /- (INR Fifty Thousand only)
6	Performance Security	10% of Contract value (through RTGS only)
7	Name of Authority's official for addressing queries and clarification	Shri Janardan, Additional Chief Executive Officer (J) Plot No: 01, Knowledge Park IV, Greater Noida Uttar Pradesh 201310 Phone: +91 120 2336007 Email: aceo_janardan@gnida.in
8	E Procurement Portal	http://etender.up.nic.in
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	The minimum technical score required to be eligible for Financial Bid opening	70 marks
14	Consortium to be allowed	Yes (Maximum 2 Members)
15	Subcontracting to be allowed	Yes
16	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Bid	25/08/2017
	Last date of receiving queries	01/09/2017
	Clarification uploading date	05/09/2017
	Pre-bid conference	06/09/2017
	Bid start date and time	07/09/2017, 1500 hrs (IST)
	Bid end date and time (Bid due date)	15/09/2017, 1500 hrs (IST)
	Opening of Technical Bid(s)	18/09/2017, 1500 hrs (IST)
	Opening of Financial Bid(s)	21/09/2017, 1500 hrs (IST)
	Issuance of Letter of Award (LOA)	Within 7 days of selection of Bidder
17	Account details	(a): For Bid processing fee Bank of Baroda, Gamma II, Greater Noida A/C No. 98250100008324 IFSC Code: BARB 0 GAMNOI (b): For EMD Bank of Baroda, Gamma II, Greater Noida A/C No. 98250100005634 IFSC Code: BARB 0 GAMNOI

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1. Introduction

Greater Noida Industrial Development Authority (hereinafter referred to as “GNIDA” or “the Authority”) is the nodal agency responsible for development and administration of the city of Greater Noida. GNIDA invites Proposals from interested Bidders to prepare a strategic roadmap for Real Estate Projects in Greater Noida City.

The Authority intends to appoint consultants to prepare a strategic roadmap for the real estate project in Greater Noida. The objective of the exercise is to undertake a holistic assessment of the projects at various stages of development, identify challenges for completion if any and prepare a roadmap with implementable strategies for project completion and accelerate delivery of flats to respective Buyers. The Authority intends to qualify and appoint a maximum of three consultancy firms for this work to ensure completion of task in given timelines. A mix of varied size projects will be allotted to each consultant with a minimum guarantee of 5,000 UNITS per consultant. Herein, a “UNIT” is defined as one residential flat/apartment/condo/bungalow sanctioned by GNIDA w.r.t. a group housing projects.

1.1 Brief description of the selection process

- i. An overview of the Project is as follows:

#	Parameter	Description																		
1	Time period of the engagement	3 months from the signing of Letter of Award (LoA)																		
3	Bidder	Sole Bidder or a Consortium of up to 2 members. Note: Bidder may be a private entity, government-owned entity or any combination of them with formal intent to enter into an agreement under an existing agreement to form a Consortium.																		
4	Number of Consultants to be selected	Maximum three																		
5	Eligibility conditions	<ul style="list-style-type: none"> ▶ Bidder may be a single entity or a Consortium of a maximum of 2 (two) members ▶ The Bidder should be either an existing company registered in India under the Company Act, 1956 or should be eligible to register as a company to carry out stated activities, should the Bidder be selected. ▶ Average Annual Turnover should be minimum INR 100 crore during the last three financial years. Note: In the case of a Consortium, the Annual Turnover criteria to be met by the Lead Bidder. ▶ Registered with G.S.T 																		
5	Evaluation Criteria	<table border="1"> <thead> <tr> <th>#</th> <th>Criteria</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Financial Criteria</td> <td>10</td> </tr> <tr> <td>2</td> <td>Relevant Experience</td> <td>25</td> </tr> <tr> <td>2.1</td> <td>Experience in Monitoring of Construction Project(s)</td> <td>15</td> </tr> <tr> <td>3</td> <td>Experience of Key Personnel</td> <td>40</td> </tr> <tr> <td>4</td> <td>Approach & Methodology</td> <td>10</td> </tr> </tbody> </table>	#	Criteria	Marks	1	Financial Criteria	10	2	Relevant Experience	25	2.1	Experience in Monitoring of Construction Project(s)	15	3	Experience of Key Personnel	40	4	Approach & Methodology	10
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3	Experience of Key Personnel	40																		
4	Approach & Methodology	10																		

		Total	100
6	Minimum technical score	The Financial Proposal shall be opened for only those Bidders who score a minimum of 70 marks in Technical Evaluation as mentioned in the Data Sheet.	
7	Method of Selection	QCBS (Quality cum Cost Based Selection)	

1.2 Communications

All communications should be addressed to:

Shri Janardan, Additional Chief Executive Officer (J)

Greater Noida Industrial Development Authority

Plot No: 01, Knowledge Park IV, Greater Noida

District Gautam Budh Nagar – 201308, Uttar Pradesh

Phone: +91 120 2336011

Email: aceo_janardan@gnida.in

Website: www.greaternoidaauthority.in

2. Terms of Reference

2.1. Scope of services

The Greater Noida Industrial Development Authority (“GNIDA” or “the Authority”) has allotted land to a number of private developers for developing Group Housing Societies in the city. The projects were conceptualised and launched by the developers but they have been unable to meet the timelines committed for completion and handover of the projects. Hence it is important that these Projects be reviewed for viability and an Action Plan be prepared to expedite the delivery process.

The key tasks to be undertaken by the Consultant are as follows:

- ▶ Current State Assessment (Data collection, verification & categorisation)
- ▶ Preparation of Action Plan

The Consultant to achieve the above-mentioned tasks shall be responsibility for providing services, including, but not limited to:

Task I: Current State Assessment of assigned Real Estate Projects (Data collection, verification & categorisation)

- ▶ The Consultants shall be responsible to collate all the information pertaining to every assigned Real Estate Project and develop a Project Specific Report for each one.
- ▶ Some information will be available with the Authority but a lot of information will have to be collected from the Developers or from other secondary sources.
- ▶ The Consultant shall develop standard templates/checklist to collect information which may include (but not limited to) the following (indicative):

Project Level

- All approved plans
- Review of the Lease Agreement
- Area details: land, FSI, built-up and saleable area details (a detailed break-up of built-up / saleable area across components such as residential, retail and commercial, if applicable)
- Details regarding parking space, no of car parks, amenities provided, etc.
- Unit plans, floor plans, etc. of the subject properties
- Total number of units and categorization (2 BHK, 3 BHK, 4 BHK, etc.)
- Unutilized area / FSI, if any

Business plan of the Real Estate Project comprising of the following:

- Construction schedule / Project implementation schedule
- Sales phasing for the unsold units and timelines for receipt of pending payments against the sold units
- Cost/expenditure schedule for
 - Timelines / schedule for incurring pending construction cost
 - Timelines / schedule for pending approval cost (cost for renewal of lapsed approvals and for obtaining pending approvals)
 - Timelines / schedule for payment of pending land payments
- Financing plan (approved by a financing institution)

License/ Approvals Details

- Copy of various approvals (license, fire NOC, AAI NOC, environmental approval, sanctioned plan, etc.) already obtained / applied for
- A copy of the lease deeds of the subject properties
- Approved layout plan / sanctioned plan of the subject properties
- Soil testing report
- Structural safety certificate

Sales Details

- Sales MIS of the subject properties comprising of tower no., unit no., saleable area, categorization, total sale value, amount received, other charges (PLC, floor rise, club membership, car parking, etc.), sales plan, payment terms for pending receipts, etc.

Cost Details

- Total budgeted cost as well as cost incurred till date with a breakup for the same into the following heads:
 - **Land Development** (Barricading and boundary wall, site cleaning, soil layering and levelling, pavement / internal road, electric wiring and fixtures, water connections, sewerage connection and manholes, soft landscaping - parks / water bodies / plantation, rain water harvesting, approach to site road)
 - **Excavation/ Foundation** (excavation, levelling, PCC, foundation)
 - **Civil Construction** (retaining walls – basements, RCC, water tanks (overhead and underground), external brickwork, internal brickwork, external plaster and putty, internal plaster and putty (flats / common areas), waterproofing (Kitchen / Toilets / bathrooms / basements / balconies / terrace / water tanks), etc.
 - **Finishing** (flooring/skirting (dwelling units, common areas), kitchen platform, wall tiling / dado (Kitchens and bathrooms), modular kitchen, false ceiling (common areas, dwelling units), doors frames, doors shutters and panels, doors - finishing/polishing and fixtures (handles and locks), fire door frames & doors, fire window frames & shutters, windows frames, windows - shutters and glass panels, painting work (internal and external), balcony and staircase grills)
 - **Mechanical, Electrical and Plumbing**
 - Electrical – conducting in slabs, conducting in walls, wiring, light/ electrical fixtures/ switches/ switchboard, meter rooms/panels
 - Fire-fighting work - piping and sprinklers, pumps, panels & hosepipe
 - Plumbing - concealed plumbing in toilets & kitchens, uptakes, horizontal ground level, down takes
 - Sanitary - fittings for toilets & kitchens
 - Lifts- procurement and installation
 - Basement Ventilation
 - Pump room and Water pumps
 - **Others** (entrance lobby- finishing, Sewage treatment plant (structure, mechanical plant), building information system room, electric panel room, security guard room)
- A CA certificate for the cost incurred till date of inspection should be furnished by the developer

- Detailed break-up of balance cost of to be incurred and a schedule towards the expenditure of the same
- ▶ In case of non-availability of some data, the consultants shall take relevant market precedence and estimate numbers to a min 10% variations. The assumptions shall be documented and agreed with the Authority.
- ▶ Some of the developers have already submitted financing plan for their projects, in light of this, the Consultant would be required to review the proposed financing plan based on the collated information in reference to the project. This may include information collected from primary and secondary sources.
- ▶ All information collected including revised financing plans and revised delivery schedule from the developers needs to be cross-verified or authenticated with secondary sources such as market research of the region or from relevant stakeholders, this may include but not limited to buyers, financial institutions or GNIDA.
- ▶ Based on the collate data, provided by the Authority or the Developers and additional data collected by from market research or secondary sources, the Consultant shall create a project specific report card which will include but the limited to the following key parameters:
 - General information of the project
 - Project current status
 - Challenges faced by the project
 - Project financial health
 - Sold/un-sold units
- ▶ All observations and classifications have to be made in light of all applicable regulations specifically RERA and UP Apartments Act
- ▶ The Consultant shall segregated all assigned Real Estate Projects on basis of pre-determined categories causing delay in handing over final possession of the flat to the homebuyer. These categories may include but not limited to the following categories: financial/economic related delay, regulation/code related delay, construction related delays etc.

Task II: Prepare Action Plan for stalled Real Estate Projects in Greater Noida City

- ▶ Post categorisation of projects, as applicable, the Consultant shall create appropriate Action Plan (Mitigation Strategy) for all the categorized challenges preventing/ delaying project delivery. These mitigation proposals might be (but not limited to) the following:
 - Insolvency
 - Pitch-in
 - Take-over
 - Buy-back
 - Consolidation for different projects
 - Breaking the Project into smaller parts
 - Additional FAR
- ▶ Post selection of Action Plan (Mitigation Strategies) form GNIDA, the consultant would be required to develop detailed work plan/schedules to implement the same.
- ▶ The Consultant shall identify any hurdles that may prevent the execution of the selected Action Plan and advice any regulatory revisions that may be required.

- ▶ To facilitate the above-mentioned process, the Consultant may be required to coordinate with Developer of the assigned projects.

2.2. Timeline and payment milestone

#	Deliverable	Timeline (t=0)	Payment
1	Draft report and presentation	2 months from signing of LoA	50%
2	Final report and presentation	3 month form the signing of LoA	50%

2.3. Team structure

The list of member team is defined below

#	Position	Qualifications and Experiences
1	Team Leader (1)	<ul style="list-style-type: none"> • Post graduate Degree holder in Project/Construction Management, Planning, Architecture or MBA with specialization in real estate/ Finance. • Minimum 15 years post qualification experience in real estate industry. • Specific experience in construction project management, project formulation, feasibilities and detailed project reports of real estate projects. Construction monitoring & financial due diligence of real estate projects. • Should have done project management of min 2 large real estate projects and should have worked across the country to be able to draw in from experience of working in other geographies. • Should have done at least one project in Noida- Greater Noida region.
2	Real Estate Expert	<ul style="list-style-type: none"> • Post graduate Degree holder in Planning with specialization in Housing or MBA with specialization in Real Estate. • Minimum 12 years post qualification experience in real estate industry. • Specific experience in project formulation, feasibilities and detailed project reports of real estate projects. • Should have experience of working on projects in NCR.
3	Financial Expert (1)	<ul style="list-style-type: none"> • Chartered Accountant or MBA with specialization in Finance. • Minimum of 12 years post qualification experience in real estate sector, financial modeling, feasibility studies, financial due diligence of real estate projects in India. • Should have done project management of min 2 large real estate projects. • Should have done at least one project in Noida- Greater Noida region.
4	Team Members (2)	<ul style="list-style-type: none"> • Post graduate Degree holder in Engineering, Project/Construction Management, Planning, and Architecture. • Minimum 5 years post qualification experience in the field of Project Management, Real Estate Projects Monitoring, Construction Management, Build of Quantity review, project feasibility. • The two team members shall have varied experiences so as to complement each other.
5	Legal Expert (1)	<ul style="list-style-type: none"> • Graduate in Law.

#	Position	Qualifications and Experiences
		<ul style="list-style-type: none">• Minimum 10 years' post qualification experience in legal documentation, contract conditions, policy framework and review of Real Estate projects.• Should have specific experience of reviewing/drafting Lease Agreements and legal documentation associated with real estate projects – experience of Noida/Greater Noida region is preferred.• Should be well versed with applicable regulations like RERA, UP apartments Act etc.

No member of the team can be changed without written permission of competent authority during the currency of the contract.

3. Instructions to Bidders

3.1. General instructions

- i. A Bidder is eligible to submit only one Application for the Project. A Bidder applying individually or as a member of a consortium shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- ii. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iii. The Bidder shall carry out the services in compliance with the provisions of this Agreement. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services related to Preparation of Action Plan for stalled Real Estate Projects in Greater Noida City, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
- iv. Bidders shall be evaluated on the basis of the Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that GNIDA's decisions are without any right of appeal whatsoever.
- v. The Bidder shall enclose with its e-Bid, scanned copies of its Financial Statements of the last three financial years duly certified by a Chartered Accountant.
- vi. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e - Bid.
- vii. An 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.
- viii. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to GNIDA before the last date for receiving queries/clarifications.
- ix. GNIDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by GNIDA.
- x. Financial quote format: the Bidder shall provide financial quote in form on a **Per UNIT rate**. Wherein "UNIT" is defined as one housing unit as per approved plans in a Project, irrespective of the size of unit. The unit may be in the form of an Apartment, Row house, Duplex, Bungalow, Condo, Flat, etc. A minimum of 5000 UNITS shall be assigned to each selected Consultant. Final remuneration/payment for the selected Consultants w.r.t. the total assigned UNITS shall be decided based on the number of units allotted and calculated as follows:
 - A. 5000 – 10000 UNITS = **Per UNIT quote** x Number of UNITS
 - B. 10000 – 20000 UNITS = 0.9 X **Per UNIT quote** X Number of UNITS (post 10000)
 - C. 20000 and Above UNITS = 0.8 X **Per UNIT quote** X Number of UNITS (post 20000)Total payment shall be calculated as: A + B (If applicable) + C (if applicable).
- xi. The quoted UNIT rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

3.1.1. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.1.2. Acknowledgement by Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

- ▶ made a complete and careful examination of the e-Bid;
- ▶ received all relevant information requested from GNIDA;
- ▶ acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of GNIDA;
- ▶ satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- ▶ acknowledged that it does not have a Conflict of Interest; and
- ▶ agreed to be bound by the undertaking provided by it under and in terms hereof.

3.1.3. Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> and on Greater Noida Authority website www.greaternoidaauthority.in at E-link and Corporation's website www.uplc.in to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bidder notice/ e-Bid document. The Bidder's shall have to pay e-Bid document fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

3.1.4. Clarifications of e-Bid

- i. During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
- ii. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
- iii. However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 3.9 of this e-Bid document under Fraud and Corrupt Practices.

3.1.5. Amendment of e-Bid Document

- i. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, Greater Noida Authority web site at E-link and Corporation's website www.uplc.in through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- ii. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> or corporation's website www.uplc.in from time to time for any amendment in the e-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- iii. In order to allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>, and Corporation's website www.uplc.in.

3.2. Preparation and submission of Bids

3.2.1. Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

3.2.2. Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

a) Technical e-Bid- Technical e-Bid will comprise of :

- i) Fee details -** Details of Bid processing fee and prescribed EMD
- ii) Eligibility details-** Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.
- iii) Technical evaluation:** Details of all documents needed for Technical evaluation as mentioned in this RFP

b) Financial e-Bid – Financial Bid as per the prescribed format given in Form 7: Financial Proposal Submission Form

3.2.3. Documents establishing Bidder's Qualification

- i) The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
- ii) The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

3.2.4. E-Bid form

The Bidder shall quote a single amount as the UNIT price on the portal.

3.2.5. E-Bid currency and Format & signing of e-bid

Prices shall be quoted in Indian Rupees only.

Formats and Signing of e-Bid.

- i) The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

3.2.6. Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website).The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid 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.

3.2.7. Submission of e-Bid

- i) The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
- ii) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- iii) The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- iv) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

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

- i) For participating in e-Bid through the e-Bidding 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., Lucknow if they have not done so previously for registration.
- ii) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

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 given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- iii) The Bidder can search for active Bids through "search active tenders" link, select a Bid 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 and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- iv) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- v) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and

financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- vi) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document 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 documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid 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.
- viii) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

3.2.8. Late e-Bid

- i) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- ii) 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 submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- iii) Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. 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 is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.2.9. Withdrawal and re-submission of e-Bid

- i) At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the 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.
- ii) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- iii) The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid 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.

- iv) The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- v) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

3.2.10. Authority's right to accept any e-Bid and to reject any or all e-Bids.

- i) Notwithstanding anything contained in this e-Bid, GNIDA reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii) The Authority reserves the right to reject any Bid if:
 - At any time, a material misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by GNIDA, the supplemental information sought by GNIDA for evaluation of the e-Bid.
- iii) Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.2.11. Period of validity of e-Bid

- i) e-Bid shall remain valid for 150 days after the date of e-Bid opening prescribed by the Authority. An e-Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
- ii) In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

3.2.12. Correspondence with the Bidder

- i) Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- ii) Subject to Clause 3.4.6 no Bidders or its Technical Partners shall contact GNIDA on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- iii) Any effort by the Bidder or by its Technical Partners to influence GNIDA in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.3. Earnest Money Deposit

3.3.1. Earnest money deposit (EMD)

- i) The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
- ii) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
- iii) Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
- iv) The successful Bidder's e-Bid EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.
- v) 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.

3.4. Opening and evaluation of Bids

1. Opening of technical e-Bid by the Authority

- i) The Authority will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the address as mentioned in the data Sheet. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-Bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.
- ii) The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of GNIDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- iii) The Bidders names and the presence or absence of requisite e-Bid security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- iv) The Authority will prepare minutes of e-Bid opening.

3.4.1. Opening of financial e-Bid

- i) After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids will not be opened.
- ii) The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may sent by e-mail provided by Bidder.
- iii) The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.
- iv) The Authority will prepare the minutes of the e-Bid opening.

3.4.2. Correction of Errors

- i) Financial Bids determined to be responsive will be checked by GNIDA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii) The amount stated in the Financial Bid will be adjusted by GNIDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture in accordance with Clause 3.3v).

3.4.3. Examination of e-Bid document

- i) The Authority will examine the e-Bid to determine if:
 - a) They are complete;
 - b) They meet all the conditions of the contract;
 - c) The required e-Bid Processing fee, EMD and other required documents have been furnished;

- d) The documents have been properly digitally signed; and
- e) The e-Bids are generally in order.
- ii) Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.
- iii) All submitted e- bids shall include the certified copies of relevant pages of the following documents:
 - a) Earnest Money Deposit (EMD)
 - b) Duly filled up pre-qualification documents (Form 1 to Form 6) appended with the e-Bid.
 - c) Audited balance sheet counter signed by C.A. for last three financial years clearly indicating turnover and T.D.S.
 - d) Original copy/Attested copy of the partnership deed if it is a partnership firm and Attested copy of registration certificate in case of company, sole proprietorship declaration in case of sole proprietorship firm along with place of registration.
 - e) Authority letter in original or attested by Notary not more than one year old of the firm/Bidder in favor of the person who has signed the Bid documents with telephone No. and complete postal address.
 - f) Non judicial stamp paper of Rs. 100.00 (Rupees one hundred only) of U.P. along with Rs. 1.00 revenue stamp.
 - g) Power-of Attorney authorizing the Bidder to sign the e-Bid/contract.
 - h) Pan certificate of the company/firm.
 - i) Trade tax/Vat registration certificate of the company/firm.
- iv) The e-Bids of the Bidders not submitting the certified copies of the above mentioned documents shall be rejected.
- v) It shall be the discretion of the Authority to decide whether an e-Bid fulfils the evaluation criterion mentioned in this e-Bid or not.
- vi) The Bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the Bidders having financial bid document in the technical bid shall be rejected.

3.4.4. Conditions of eligibility of Bidders

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

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

1. Bidder may be a single entity or a Consortium of a maximum of 2 (two) members
2. The Bidder should be either an existing company registered in India under the Company Act, 1956 or should be eligible to register as a company to carry out stated activities, should the Bidder be selected.
3. Average Annual Turnover should be minimum INR 100 crore during the last three financial years.
Note: In the case of a Consortium, the Annual Turnover criteria to be met by the lead member.
4. Registered with G.S.T

Notes: The bidder shall submit their details, financial details, work completed/in progress by them in the Performa of Appendix-Form 2, 3, 4 and 5 of E-Bid for the works to be considered for qualification in Eligibility. Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.**

3.4.5. Evaluation criteria of e-Bids

- i) The Technical Bid will be evaluated on the basis of Bidder's financial capacity, technical experience, and the experience of Key Personnel. Total technical score will then be calculated as per the criteria defined below and the ranking will be done from highest to lowest.

#	Parameter	Maximum Marks	Documents to be Submitted																		
1	<p>Financial Capability</p> <p>Annual average turnover for the last three financial years (Audited financial statements to be submitted)</p> <ul style="list-style-type: none"> ○ 100 – 300 crores : 4 ○ 500 – 1000 crores : 6 ○ 1000+ crores : 10 	10	Audited/Certified Annual Financial Statements and Annual Report for the last three financial years and Certificate from the Statutory Auditor																		
2	<p>Relevant experience in providing consultancy services in the below indicated sectors</p> <p>Each experience (in a sector) shall have: 2.5 marks</p> <p>Each sector will have five (5) marks</p> <p>Thus marking shall be as below:</p> <p>5 sectors x 5 project experience = 25 marks</p> <p>The sectors in which the Bidders should demonstrate experience are as below:</p> <table border="1"> <thead> <tr> <th>#</th> <th>Experience/Sectors</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Real Estate Advice (Insurance, Reporting, Benchmarking, Service levels and costs)</td> <td>5</td> </tr> <tr> <td>2</td> <td>Financial feasibility modelling studies for Real Estate Projects</td> <td>5</td> </tr> <tr> <td>3</td> <td>Transaction management for Real Estate Projects</td> <td>5</td> </tr> <tr> <td>4</td> <td>Real Estate Market analysis & Financial Due-Diligence</td> <td>5</td> </tr> <tr> <td>5</td> <td>Legal Due-Diligence for Real Estate Projects</td> <td>5</td> </tr> </tbody> </table>	#	Experience/Sectors	Maximum Marks	1	Real Estate Advice (Insurance, Reporting, Benchmarking, Service levels and costs)	5	2	Financial feasibility modelling studies for Real Estate Projects	5	3	Transaction management for Real Estate Projects	5	4	Real Estate Market analysis & Financial Due-Diligence	5	5	Legal Due-Diligence for Real Estate Projects	5	25	Contracts / Work Orders for experience cited and Certificate of successful completion of the projects which are completed.
#	Experience/Sectors	Maximum Marks																			
1	Real Estate Advice (Insurance, Reporting, Benchmarking, Service levels and costs)	5																			
2	Financial feasibility modelling studies for Real Estate Projects	5																			
3	Transaction management for Real Estate Projects	5																			
4	Real Estate Market analysis & Financial Due-Diligence	5																			
5	Legal Due-Diligence for Real Estate Projects	5																			
2.1	<p>Experience of monitoring construction project(s) in the last three (3) financial years having gross project cost of at least INR 250 crores</p> <p>Each experience shall have five (5) marks</p> <p>Maximum marks shall be fifteen (15).</p>	15	Contracts / Work Orders for experience cited and Certificate of successful completion of the projects which are completed.																		
3	<p>Experience of Key Personnel</p> <ul style="list-style-type: none"> • Team Leader (1) : 8 • Real Estate Expert (1) : 8 • Financial Expert (1) : 8 • Team Member (2) : 4 each 	40	Filled : Form-6: CV format Curriculum Vitae of key personnel																		

	<ul style="list-style-type: none"> • Legal Expert (1) : 8 <p>The number of marks to be assigned to shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1. General qualifications (general education, training, and experience): 25% weightage 2. Adequacy for the Project (relevant education, training, experience in Similar Projects) : 50% weightage 3. Years of experience in similar role: 25% weightage 		
4	Approach and Methodology Bidder's capability, understanding, approach and methodology, appreciation of requirements.	10	
	Grand Total	100	

Selection process:

- ii) **Quality cum Cost Based Selection (QCBS)** shall be the basis of evaluation to ensure high technical skill in selection of consultants. A minimum technical score of 70% is fixed as qualifying technical score. The Financial Proposals shall be opened for only those Bidders who score a minimum of 70% in Technical evaluation as per the above-defined technical criteria clause 3.4.5.
- iii) Financial Proposals/Bids for all the technically qualified Bidders will be ranked as L1, L2 and so forth. The Bidder with the lease cost proposal (L1) shall be selected and his Bid finalized after negotiation, if required. Thereupon, successive Bidders L2, L3... so forth shall be communicated to take up the job on rate finalized for the L1 Bidder.
- iv) Financial Bids shall be opened publicly in the presence of the Bidder's representatives who choose to attend.
- v) The Evaluation Committee will correct any computational errors.
- vi) GNIDA reserves its right regarding division of work, as per its sole discretion.

3.4.6. Contacting the Authority

- i) No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
- ii) Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
- iii) In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Greater Noida works and legal proceeding can also be initiated.

3.5. Award of Contract

3.5.1. Award Criteria

- i) The final Letter of Acceptance (LoA) will be given to the selected Bidder who secures maximum marks based on the Evaluation Criterial of Bids laid in Clause 3.4.5.
- ii) 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.

3.5.2. Notification of award

- i) 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.
- ii) The notification of award will constitute the formation of the contract.

3.5.3. Performance Security

Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security of 10% of the Contract value in the form of Bank Guarantee drawn on any Nationalized Bank in favor of GNIDA valid for one (1) year. The BG shall be returned or extended after the expiry of the project period (1 year), as the case may be.

3.5.4. Signing of contract

At the same time as the Authority notifies the successful Bidder that its e-Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in above Clause 3.4.3. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

3.6. General Provisions

3.6.1. Definitions

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

- a) "Consultant" means any private or public entity that will provide the Services to the Authority ("the Client" or "Authority") under the Contract.
- b) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's country/state
- d) "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them

3.6.2. Law Governing Contract

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

3.6.3. 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.

3.6.4. Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

3.6.5. 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 Consultant may be taken or executed by the officials specified in the Contract.

3.6.6. Taxes and duties

Applicable Taxes shall be paid by the Consultant and shall be included in the quoted fee agreed as part of this Contract.

3.7. Commencement, Completion, Modification and Termination of Contract

3.7.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

3.7.2. Commencement of Services

The Contractor shall begin carrying out the Services not later than 15 days after the signing of this Contract.

3.7.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 3.7.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

3.7.4. 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.

3.7.5. Force Majeure

Definition

For the purposes of this Contract, "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.

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.

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.

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.

3.7.6. Termination

Either Party may terminate this Agreement 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.

3.8. Settlement of disputes

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.

b) Arbitration

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. CEO of GNIDA 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.

3.9. Fraud and Corrupt Practices

- i. The Contractor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this E-BID, the Authority shall reject a Bid without being liable in any manner whatsoever to the Contractor, if it determines that the Contractor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, in regard to the E-BID, including consideration and evaluation of such Contractor's Proposal.
- ii. For the purposes of this Clause 3.9, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.2.12 of this e-Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Contractors with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.10. Negotiations

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

3.11. Obligations of the Consultant

i. Standard of Performance

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

ii. Confidentiality

Except with the prior written consent of the Client, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement 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 this Agreement, (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 this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

iii. Documents Prepared by the Consultant to be the Property of the Client :

1. All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
2. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.
3. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement 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 this Agreement, (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 this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."

iv. Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

3.12. Obligations of the Authority

i. Assistance and Exemptions

The Authority shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the Contract.

ii. Services and Facilities

The Authority shall make available free of charge to the Consultant the Services and Facilities as required by the Consultant to execute the Services.

4. Appendix

4.1. Form-1: Letter of the Proposal

(On Bidder's letter head)

(Date and Reference)

To:

Additional Chief Executive Officer (Janardan)

Greater Noida Industrial Development Authority

Plot No: 01, Sector: Knowledge Park IV, Greater Noida

Sub: Submission of proposal for Preparation of a strategic roadmap for Real Estate Projects in Greater Noida City

Dear Sir/Madam,

With reference to your e-Bid Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our e-Bid for Preparation of Action Plan for stalled Real Estate Projects in Greater Noida City.

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Vendor for the aforesaid Project.

I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

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 Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- 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 Clause 3.9 of the E-Bid document, in respect of any Bid 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 Bid that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with Clause 3.2.10 of the E-Bid 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 Bidder 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 E-BID 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 Bid is not opened or rejected;
- I/We have studied e-Bid 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 Authority 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 abide by all the terms and conditions of the e-Bid Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-Bid Document.

Date :

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

4.2. Form 2: Details of Bidders

Details of the contact person

Name:

Designation:

Telephonic Number:

Email:

Address:

Details of the firm by Bidder

Name of the Firm:	
Date of registration of the Firm:	Country:
Address:	
Copy of certificate of <i>Company registered in India under the Companies Act 1956/ 2013</i>	

4.3. Form-3: Financial Information *(in case of Consortium details to be filled for the Lead member)*

Please provide with financial details about the Bidder along with necessary supporting documents. Annuals reports for the last three (3) years must be attached to the response. Along with that please provide financial information in the following format:

Financial Year	Annual Turnover (INR)

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation

4.4. Form 4: List of Projects

2: Relevant experience in providing consultancy services in the below indicated sectors:

1. Real Estate Advice (Insurance, Reporting, Benchmarking, Service levels and costs)

Sr.No.	Project & Client	Project details	Reference Page Number
1			
2			

2. Financial feasibility modeling studies for Real Estate Projects

Sr.No.	Project & Client	Project details	Reference Page Number
1			
2			

3. Transaction management for Real Estate Projects

Sr.No.	Project & Client	Project details	Reference Page Number
1			
2			

4. Real Estate Market Analysis & Financial Due-Diligence

Sr.No.	Project & Client	Project details	Reference Page Number
1			
2			

5. Legal Due-Diligence for Real Estate Projects

Sr.No.	Project & Client	Project details	Reference Page Number
1			
2			

2.1: Experience of monitoring construction projects in the last three years having a gross project cost of INR 250 crore.

Sr.No.	Project & Client	Gross Project Cost	Project details	Reference Page Number
1				
2				
3				

On Behalf of (Name of the Bidder)

Signature of the Authorized Person

Name:

Designation:

Note: Form 5 has to be filled for each Project with necessary documentary evidence in support of the experience claimed

4.5. Form-5: Project Information

[Use separate sheet for each cited Project]

Bidder Name: [insert full name]

Date: [insert day, month, year]

Project No. [insert number]	Information		
Project Identification	[insert Project name and number, if applicable]		
Award date	[insert day, month, year, e.g. 15 June, 2017]		
Date of Commissioning	[insert day, month, year, e.g. 15 June, 2017]		
Completion date	[insert day, month, year, e.g. 15 June, 2017]		
Project Scope	[insert Project details and scope of works]		
Role in Contract [check the appropriate box]	Sole Developer	Consortium/JV Partner	
Total Project Amount	[insert total Project amount in local currency]	INR [insert total Project amount in INR equivalent]	
If partner in a Consortium/ JV, or sub-Concessionaire, specify participation in total Project amount	[insert a percentage amount]	[insert total Project amount in local currency]	[insert total Project amount in INR equivalent]
Employer/ Client's Name:	[insert full name]		
Address:	[indicate street / number / town or city / country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail:	[insert e-mail address, if available]		

Note: Bidders should provide information on the following:

1. Contracts executed where the work is completed
2. Ongoing contracts/current commitments for which a letter of intent or acceptance has been received
3. Any additional documentary evidence in support of the experience claimed

4.6. Form-6: 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 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	

4.7. Form 7: Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

Shri Janardan
Additional Chief Executive Officer (J)
Greater Noida Industrial Development Authority
Plot No: 01, Sector: Knowledge Park IV, Greater Noida

Sub: Financial Bid for preparation of a strategic roadmap for Real Estate Projects in Greater Noida City

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated _____, and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is for the sum of INR _____ per UNIT inclusive of all applicable taxes (Amount in words and figures).

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual sub components of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

4.8. Checklist of documents

The list of scanned documents to be submitted online within the duration (strictly within date and time of opening & closing of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, bid shall be rejected.

i) Technical Bid

- a) Earnest Money through RTGS (Scanned Copy) only in prescribed account of SC-GNIDA
- b) Duly filled up Qualification documents (Form 1 to Form 6) appended with the Bids.
- c) Audited balance sheet counter signed by C.A. for last three financial years clearly indicating turnover and T.D.S.
- d) Original copy/Attested copy of the partnership deed if it is a partnership firm and Attested copy of registration certificate in case of company, sole proprietorship declaration in case of sole proprietorship firm along with place of registration.
- e) Authority letter in original or attested by Notary not more than one year old of the firm/Bidder in favor of the person who has signed the Bid documents with telephone No. and complete postal address.
- f) Non judicial stamp paper of Rs. 100.00 (Rupees one hundred only) of U.P. along with Rs. 1.00 revenue stamp.
- g) Power of Attorney (PoA) authorizing the Bidder to sign the e-Bid/contract.
- h) Pan certificate of the company/firm.
- i) Trade tax/Vat registration certificate of the company/firm.

ii) Financial Bid

Financial bid duly filled in all respects in e-Bid. (Form 7)

THE TIMES OF INDIA, NEW DELHI / NOIDA / GHAZIABAD
WEDNESDAY, AUGUST 23, 2017



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

Plot No: 01, Knowledge Park IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh 201308

Website: www.greaternoidaauthority.in

E-mail : authority@gnida.in

Reference Number: 962

Dated: 22.08.2017

Request for Proposal (RFP)

Selection of consultants to prepare a strategic roadmap for Real Estate Projects in Greater Noida City

Detailed RFP document is available on the E- Procurement Portal of Government of UP [<http://etender.up.nic.in>] and Greater Noida Industrial Development Authorities' **website** [<http://www.greaternoidaauthority.in>] from the date of publication of this notice.

Interested Bidders are required to apply online on the E-procurement website on or before **15/09/17, 1500 hrs (IST)**. In case of any queries, the Bidders are invited to contact Additional Chief Executive Officer (Janardan), GNIDA, Plot No: 01, Knowledge Park IV, District: Gautam Budh Nagar, Uttar Pradesh 201308, Email: aceo_janardan@gnida.in Phone: +91 120 2336007 or upload their queries on E-procurement website on or before **01/09/2017**.

ACEO (J)