

Request for Proposal
for
Appointment of consultant to provide Consultancy Services for Land
Option Analysis, Concept Plan and Pre-feasibility Report and Master
Planning of areas belonging to UPSIDA under
Dadri-Noida-Ghaziabad Investment Region (DNGIR)

Uttar Pradesh State Industrial Development Corporation Ltd

UPSIDC Complex, A-1/4 Lakhanpur
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Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by UPSIDC Ltd., or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

UPSIDC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

UPSIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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SECTION 1: INSTRUCTION TO BIDDER & TERMS AND CONDITIONS:

1. Proposals are invited from reputed firms to provide consultancy services for Land Option Analysis, Concept Plan, Pre-feasibility Report and Master Planning of the areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region.
2. The bids are to be submitted through e-Tendering process using e-Tender Portal of Uttar Pradesh (<https://etender.up.nic.in>) only as notified in this tender document.
3. Technical Bid should contain scanned copies of the following documents along with the technical proposals as mentioned in section-4 filled through online in e-Tender portal.
 - a) Financial statements in the form of annual audited accounts for the last three financial years i.e. 2014-15, 2015-16, 2016-17
 - b) Details of information and documents in respect of experience and past performance in the execution of contracts.
 - c) EMD amount as specified in sub clause 1.10 of section-2 in form of RTGS only in favour of Uttar Pradesh State Industrial Development Corporation Ltd, A/C No: 0090102000040637, IFSC Code:IBKL0000090, IDBI Bank, Branch-Mall Road, Kanpur for this particular work. The scanned copy of the RTGS receipt of e-bid security/EMD with transaction ID certified by the same bank must be submitted along with the e-bid. Successful bidder will have to execute an agreement within 15 days upon receipt of intimation, failing which his tender will be rejected and EMD will be forfeited.
 - d) Capability with respect of quantity executed, survey equipment and managerial capabilities.
4. Financial bid should contain Form 5A & 5B of the financial proposal as per section-5 filled through online in e-Tender portal.
5. The financial bid of only those bidders who are qualified in the technical bid fulfilling the eligibility criteria and qualification shall be opened.
6. Aspiring bidders who are not registered with UP electronics corporation Ltd should register themselves after obtaining user ID & password and then participate in e-Tendering.
7. Bidders can access tender documents on the e-Tender Portal i.e. etender.up.nic.in, fill them and submit the completed tender document through e-Tender Portal.
8. Bidders should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, attested from Notary failing which the bid will not be considered. Physical documents submitted without uploading in e-Tender portal shall not be considered for evaluation. The bidder shall upload the similar work done certificate issued by the competent authority. Work done certificate issued from the Government, Government undertaking Board, Authorities etc. shall be considered for technical bid evaluation.
9. The work shall be commenced with all earnestness within 15 days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and appropriate action will be taken to get the work done through alternate agency.
10. Corrigendum/Modifications/Corrections/Cancellation/Postpones/Clarifications/Extension etc. if any, will be published in the website of UPSIDC as well as on etender.up.nic.in.
11. Managing Director, UPSIDC Ltd. reserves the right to accept/reject any or all tender without assigning any reasons.
12. If any of the dates mentioned above is declared as holiday, the next working day will hold good without any change in the timings indicated.
13. Even though the bidders meet the eligibility criteria, they are subjected to be disqualified if they have:-
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirement and / or;

- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc.,
 - c. Do not fulfil the minimum required experience of proposed key staff as mentioned in bid document.
14. Financial bid for the work shall be unconditional. Conditional offers by bidders will be rejected.
 15. The financial bid shall be valid for a period of 90 days from the last date of submission of bids.
 16. The rates shall be quoted for the whole work (including all components) as may be assigned and shall be inclusive of all taxes/GST.
 17. No advance/mobilization amount will be provided.
 18. The whole field survey work, data processing and presentation of complete records and maps shall be carried out within the time limit specified in the scope of work.
 19. The decision of the Managing Director, UPSIDC Ltd. shall be final and binding on the contracting firm/company in the matters of determination of quality and quantity of work done, acceptance or otherwise of the work done.

Managing Director,
UPSIDC Ltd.

SECTION 2. INFORMATION TO BIDDERS

1. INTRODUCTION :

UPSIDC Ltd., "the client" is desirous of obtaining "Consultancy Services for Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of the areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region (DNGIR)".

1.1 **The objectives and description of the services are:** to Provide Consultancy Services for Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of the areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region. The UPSIDC will select a consulting firm based on evaluation criteria mentioned in this document.

1.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal to "Provide Consultancy Services for Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of the areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region" through competitive bidding.

1.3 The bidders must familiarize themselves with local conditions and accordingly taking them into account in preparing the Proposal.

1.4 The Client will provide the inputs specified in the data sheet and make available relevant project data and reports.

1.5 Please note that (in) the costs of preparing the proposal and of negotiating the contract, including a visit to the project site, are not reimbursable as a direct cost of the assignment, and (ii) the Client is not bound to accept any of the proposals submitted without assigning any reason.

1.6 Bidders (including their affiliates/associates) needs to observe with highest standard of ethics during the selection and execution of contract. UPSIDC Ltd.:-

- a) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- b) Will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the bidders or their associates during the selection process or the execution of that contract.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a UPSIDC Ltd.-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a UPSIDC Ltd.- financed contract.
- d) Will have the right to require that, in contract financed by UPSIDC Ltd., a provision should be included requiring UPSIDC Ltd. To inspect the bidder accounts and records relating to the performance of this contract and to have the same audited by auditors appointed by UPSIDC Ltd.

1.7 For the purposes of above:

- a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a UPSIDC Ltd. official in the selection process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of UPSIDC Ltd., and includes collusive practices among Bidders (prior to or after submission of proposals) designed to

establish prices at artificial, non-competitive levels and to deprive UPSIDC Ltd. of the benefits of free and open competition.

- 1.8 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any clients in India or abroad.
- 1.9 Consortium/Joint venture for executing the project is allowed. In case of consortium, the Bidder consortium shall submit a valid agreement among the members. The maximum number of members allowed in a consortium is three (3) including Lead Member. Bidder must submit JV/Consortium agreement (notarized) clearly mentioning role & responsibilities and stake of each member. Bidder/Consortium members cannot be part of multiple bid individually or as a member of Consortium. The Bidder in case of a single entity, or Lead Bidder, in case of a consortium, should be a profit making entity in the last 3 years and also in case of a consortium all the members should be profit-making in the last three years.

In the event the Consortium is declared as the selected Bidder and awarded the Project, it shall incorporate a Joint Venture for entering into an agreement with the UPSIDC Ltd within 15 days of issue of letter of award and for performing all its obligations as the Authorise in terms of the agreement for the Project.

The lead bidder must have more than 50% stake (scope of work/ payment) in the consortium and each member must have at least 10% stake. In case of consortium, lead member should have all the requisite prequalification and technical qualification criteria as mentioned in the document.

Lead bidder must be ultimately legally liable and responsible for all the negotiation and discussion with the authority. The UPSIDC will only deal with the lead member of consortiums for all the purposes.

- 1.10 Ernest Money Deposit The Bidder are requested to submit EMD of Rs.5,00,000/- (Rupees Five Lakh Only) along with the Technical Bid.

- a) Any tender not accompanied by an acceptable earnest money deposit and not secured in the payment modes as indicated below shall be rejected by the Client as non-responsive.
- b) The earnest money deposit of unsuccessful tenderers will be returned within 30 days from the end of the tender validity period.
- c) The earnest money deposit of the successful Tenderer will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- d) The Earnest Money Deposit may be forfeited:
 - i. If the bidder withdraws from the tender after bid opening during the period of tender validity,
 - ii. In case of a successful bidder, if the Bidder fails within the specified time limit to:
 - I. Sign the Agreement; or
 - II. Furnish the required Security deposit
- e) The Bidder shall pay the Earnest Money Deposit (EMD) as FDR & tender Document cost through RTGS separately and upload the receipt on e-tender.
- f) The bidders bid will be evaluated only on confirmation of receipt of the payment.

- 1.11 Any entity which has 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 proposal, would not be eligible to submit a proposal either by itself or through its associate.

2. **MODIFICATION**

At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an interested firm, modify the RFP documents by amendment. The amendment will be published in e-Tender portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. **PREPARATION OF PROPOSAL**

Technical Proposal

- 3.1 In preparing the Technical Proposal, bidders are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.2 The minimum eligibility criteria for Bidder to be eligible for technical evaluation:

Minimum Qualification Criteria	
Experience in for Master Planning/Detailed Project Report/feasibility report for integrated township/industrial area/residential area/urban area not less than 500 acres or two projects of 200 acres or 3 projects of 100 acres.	One project not less than 500 acres/ two projects of 200 acres/ three projects of 100 acres.
Average annual turnover from consultancy services for last 3 financial years i.e. 2014-15, 2015-16, 2016-17	10 Crores

- *For Eligible Projects ongoing projects completed up to 50 percent (draft master plan/DPR/prefeasibility report submitted) submission would be considered.*
- *In case of Joint Venture/ Consortium the lead bidder must all the minimum eligibility criteria.*

- 3.3 The proposal should be based on the number of professional staff-months estimated by the firm.
- It is desirable that the majority of the key professional staff proposed be permanent employees of the consultancy firm and shall be working with the Firm. In case UPSIDC Ltd. requires, bidder must be in a position to provide proof in this respect. Submission of false information may become sufficient cause to reject the tender and debar the Bidder from participating in the future tenders of UPSIDC Ltd.
 - Proposed professional staff must have at least the experience indicated in the Clause 9.3 of this section, preferably under conditions similar to those prevailing in India.
 - Alternative professional staff shall not be proposed and only one curriculum vitae (CV) be submitted for each key staff position.
 - Reports to be issued by the bidders as part of this assignment must be in the language(s) specified in the data sheet. It is desirable that the firm's personnel have a working knowledge of English and Hindi.
- 3.4 The Technical Proposal should provide the information using the forms in Section-4 and give the following:
- A brief description of the firm and a list of recent experience on assignments (Section 4B and 4B(i)) of a similar nature.

- b) Any comments or suggestions on the terms of reference and the data, services and facilities to be provided by the client (section 4C), and a description of the methodology (work plan) by which the firm proposes to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the Program Evaluation Review Technique (PERT) type (Section 4D). The decision to consider the suggestion is reserved with the client only.
- c) The composition of the proposed staff team, the tasks that would be assigned to each staff team member, and their duration (Section 4E).
- d) CVs should be signed by the proposed professional staff and the authorized representative submitting the proposal (Section 4F), Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.
- e) Estimates of the total staff effort (professional and support staff, staff duration) to be provided to carry out the assignment supported by bar chart diagrams showing the time proposed for each key staff team member (Sections 4G, 4H).
- f) Names of specific sub-consultants, consulting firms to carry out reconnaissance survey, topographic survey, and total station survey, etc. to be indicated. Preference will be given to the bidder if they have own survey team.
- g) Equipment and Names of technical software to be specifically used for detailed designs and drawings as per section 4J.
- h) Any additional information requested in the data sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 The financial proposal shall be a lump sum quote inclusive of all expenses, GST, taxes, duties, cess, all types of taxes etc., as applicable which will be the ceiling contract price. However, the break-up of costs for arriving at the lump sum contract price shall be submitted by the successful bidder before executing the agreement and same shall be a part of agreement.
- 3.7 In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP document. The lump sum fee shall be all inclusive, containing all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local wherever required, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys, GS/all taxes, duties, levies and other impositions imposed under the applicable law, on the bidder and their personnel unless the Data Sheet specifies otherwise.
- 3.8 Commissions and gratuities, if any, paid or to be paid by Bidder and related to the assignment will be specified in the financial proposal submission form.
- 3.9 Cost must be expressed, and will be paid, in the currency mentioned in the data sheet.
- 3.10 The Data Sheet shows for how many days after the submission date the proposals must remain valid, during this period; bidder is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the proposal validity period is extended, the Bidder have the right not to maintain their Proposals.

- 3.11 An agreement in usual format shall be drawn up and entered into with the successful bidder for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time.

4. SUBMISSION OF BID

- 4.1 The Bidder shall submit the bids separately i.e., “Technical” and “Financial” electronically online in e-Tender portal.
- 4.2 The last date for submitting bids electronically in e-Tender portal on or before as mentioned in the e-Tender Portal.
- 4.3 Late Bids are not allowed
- 4.4 Modification: The bidder can modify his bid before the last date of submission of bids.
- 4.5 Withdrawal of Bids: The bidder can withdraw his bid before the last date of submission of bids.
- 4.6 Bid Opening
- a) The Technical Bids will be opened on as mentioned in the e-Tender portal. In the event of the announced date of bid opening being declared a holiday for the Client, the Bids shall be opened at the specified time and location on the next working day.
 - b) Bid opening will be done online and after opening, the Bidders name, the list of documents submitted by the bidder will be recorded by the Client.
 - c) All the bidders may be called for technical presentation on a subsequent date to be notified by the client.
 - d) After evaluation of the technical proposal, the financial bid of only those who are assessed to be eligible shall be opened on a subsequent date to be notified by Client. Only Eligible bidders shall be invited to be present for the “Financial Bid” opening.
 - e) Evaluation of the Eligibility of bidders shall be done independently by the Client.

5. PROPOSAL EVALUATION

General

- 5.1 Bidders shall not contact the Client on any matter relating to their Proposal from the time of opening of the Technical Proposal till the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet as indicated in Clause no.9. Any effort by the firm to influence the Client in the Client's Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder's Proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.

Evaluation of Technical Proposals

- 5.3 The Technical bids of only the firms satisfying the eligibility criteria will be evaluated further.
- 5.4 The Evaluation Committee appointed by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score.

SN	Technical Evaluation Criteria	Max Marks	Supporting Document
1	The bidder should have average annual Turnover from in last three financial years (Turnover in Rs. Crore.) ≥10 Crores &< 40 Crores: 6 Marks ≥40 Crores &< 70 Crores: 7 Marks ≥70 Crores &<100 Crores: 8 Marks ≥100 Crores: 10 Marks	10 Marks	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2	The bidder should have experience in preparation of master plan, detailed project report for industrial/residential/commercial/institution area / township etc. ≥500 acre: 10 Marks (max three project) ≥200 acre &< 500 acre: 9 Marks (max 3 projects) ≥100 acre &<200 acres: 8 Marks (max 3 projects)	30 Marks	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + ongoing Certificate
3	Proposal responsiveness to the Terms of Reference - Approach & Methodology: 7 Marks - Understanding of the Project: 6 Marks - Proposed Tools & Technologies : 7 marks	20 Marks	Bidder has to give the Technical presentation mentioning the components and needs to provide a work breakdown structure baselines/ timelines, defined resources, roles & responsibilities in the Technical Proposal
4	Experience of Master Planner (1 in number) - Post Qualification Experience as per the requirement as mentioned in the RFP - 2 mark for each project (involvement in preparing master plan/DPR) (maximum 5 projects)	10 Marks	CV certified by the authorised signatory of the bidder firm
5	Experience of Urban planner (1 in number) - Post Qualification Experience as per the requirement as mentioned in the RFP - 1.5 mark for each project (involvement in preparing master plan/DPR) (maximum 4 projects)	6 Marks	CV certified by the authorised signatory of the bidder firm
6	Experience of industry expert (1 in number) - Post Qualification Experience as per the requirement as mentioned in the RFP - 1.5 mark for each project (Involvement in the projects as marketing/industry expert for industrial/residential/commercial/township projects) (maximum 4 projects)	6 Marks	CV certified by the authorised signatory of the bidder firm
7	Experience of infrastructure Professionals (1 in number) - Post Qualification Experience as per the requirement as mentioned in the RFP - 1.5 mark for each project (involvement in the projects as infrastructure expert for industrial/residential/ commercial/township projects) (maximum 4 projects)	6 Marks	CV certified by the authorised signatory of the bidder firm
8	Experience of Finance/PPP Expert (1 in number) - Post Qualification Experience as per the requirement as mentioned in the RFP - 1.5 mark for each project (involvement in the projects as finance/PPP expert for industrial/residential/ commercial/township projects) (maximum 4 projects)	6 Marks	CV certified by the authorised signatory of the bidder firm

9	Environment expert (1 in number) - Post Qualification Experience as per the requirement as mentioned in the RFP - 1.5 mark for each project (involvement in the projects as environment expert for industrial/residential/commercial/ township projects) (maximum 4 projects)	6 Marks	CV certified by the authorised signatory of the bidder firm
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Note: The Financial Bid of the technically qualified bidders who score at least 70 marks (technical score) will only be opened.

6. FINANCIAL BID EVALUATION

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

F_m: Lowest Financial Proposal

S_f: Financial Score

For selection of Consultant, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.70 (or 70%) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

$\text{Total Score} = (T_m \times 0.70) + (S_f \times 0.30)$

T_m : Technical Marks

S_f: Financial Score

- a) The quoted price shall be in Indian Rupees.
- b) All quoted prices shall be inclusive of all taxes/GST.
- c) Any conditional financial bid would be summarily rejected.

Correction of Arithmetic Errors

Provided that the bid is substantially responsive, the competent Proposal Evaluation Committee shall correct arithmetical errors on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the tendering authority (UPSIDC) there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

If there is an error in a grand-total, corresponding to the addition or subtraction of sub-total, the sub-total shall prevail and the grand-total shall be corrected; and

7. AWARD OF CONTRACT

The bidder scoring the highest score in the bid evaluation will be awarded with the contract. The successful consulting firm is expected to commence the assignment by the date specified in the data sheet.

8. PERFORMANCE GUARANTEE & PERFORMANCE CLAUSE

8.1 Performance Guarantee:

Performance Guarantee for an amount equivalent to **10%** of the contract amount of the successful bidder (Total Consultancy fee charged for the complete work) is to be given to UPSIDC Ltd. towards Performance of the successful consulting firm. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank / Scheduled Bank in the format to be approved by UPSIDC Ltd. and shall be submitted at the time of executing the agreement which shall be valid for the total project duration.

8.2 Performance Clause:

Bidder shall be expected to fully comply with all the provisions of the "Terms of Reference", and shall be fully responsible for preparation of reports as per Terms of Reference (ToR), keeping up the time schedule. Non-compliance of the provisions of the Contract Agreement and other schedules by the Bidder, non-adherence to the provision of ToR and non-adherence to the time schedule prescribed under ToR shall amount to non-performance.

8.3 In the event of non-performance by the Bidder, UPSIDC Ltd. will retain the right to forfeit the Performance Guarantee.

9. DATA SHEET :

Sr. No.	Particulars	Details
1.	RFP/ Tender Availability	12/04/2018 after 1100 HRS
2.	Pre-Bid Meeting	24/04/2018 at 1200 HRS
3.	Last Date of Bid Submission	08/05/2018 at 1600 HRS
4.	Technical Proposal Opening	09/05/2018 at 1100 HRS
5.	Financial Bid Opening	To be notified
6.	Letter of Agreement	To be intimated
7.	Start Date	To be intimated to Selected Bidder
8.	Cost of Tender (RTGS)	INR 5,000 (Rupees Five Thousand Only)
9.	Earnest Money Deposit (EMD) in the form of FDR	INR 5,00,000 (Rupees five lakhs Only)
10.	Performance Bank Guarantee	10% of the Total Fee
11.	Website for Tender Documents	https://etender.up.nic.in
12.	Method of Selection	QCBS 70:30
13.	Contact Details	Managing Director A-1/4, UPSIDC Complex Lakhanpur Kanpur-208024 E-mail id: 'md@upsidc.com'

9.1 No inputs will be provided by the client except for available relevant data and reports available with the Client.

9.2 The language(s) to submit proposals is in **English** only

9.3 The minimum required experience of proposed key staff in relevant field to be deployed onsite are:

Sl. No.	Full Time Staff Required	Minimum Post Qualification Experience Required	Minimum Numbers Required	Specific expertise
1	Master Planner	15 years	1	Should have Masters in Urban/ Regional planning with experience in evolving perspective/ detailed vision plans, Regional development Plans for industrial, residential, institution areas/townships/ Industrial Corridor initiatives of similar nature.
2	Urban Planner	12 years	1	Should have Bachelor in Architecture /Civil Engineering /Urban Planning (preferably Masters in Planning) with experience of designing of large integrated projects/townships & cities/Industrial Cities/ industrial parks/ industrial clusters/SEZ etc.
3	Industry Expert	10 years	1	Should have MBA/MA Economics or equivalent with experience in market / industry sector analysis for similar projects/ Sector improvement programs having experience in industrial demand gap assessment.
4	Infrastructure Expert	10 years	1	Should have Masters in Infrastructure Planning/ Engineering with experience in integrated infrastructure (roads, drainage, water supply, Drainage, sewerage, power, telecommunication etc).
5	Finance/PPP Expert	10 Years	1	Should be an MBA (Finance) / Economist with experience in market study, demand & supply assessment, project funding and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project.
6	Environment Expert	10 years	1	Master in Environmental Science or Engineering or equivalent with experience in environmental impact assessment, resettlement and rehabilitation, environmental management plan,

				sustainability and clean development mechanism.
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The Bidder has to deploy other experts as per the project requirement as when required at the project site.

The Technical Proposal should include:

- i. Details of back up facilities available with them in respect of surveying facilities, computer facilities and drafting assignments.
- ii. A list of concurrent commitments and also indicate availability of their staff with relevant experience, who could be mobilized by them at short notice, which will allow him to complete the assignment within a short period. The following details should be given:
 - a) Name of assignment
 - b) Date of entering into the assignment
 - c) No. of man months required to complete it
 - d) Is any of the key staff whose CV is enclosed working on the assignment

All these should be substantiated by relevant details. No change of key personnel is permitted without prior written permission of UPSIDC Ltd. Such changes may be permitted for valid reasons subject to satisfactory replacement.

- iii. The Composition of the proposed staff team, the task assigned to them and their timings.
- iv. Details to demonstrate capacity to mobilize resources properly so as to complete the assignment in time.
- v. Technical presentation for Technical Evaluation

9.4 Taxes: All taxes shall be included in the offer.

9.5 The currency in which the proposals can be expressed and contract payments will be made is: Indian Rupees.

All the quotations should be made in Indian Rupees only including all taxes/duties, GST etc with no escalation charge and the price bid should contain no conditions. Otherwise, the offer may, at the discretion of UPSIDC Ltd., be rejected.

SECTION 3: TERMS OF REFERENCE

1 BACKGROUND

- The Dadri-Noida-Ghaziabad Investment Region (DNGIR) has been identified as one of the seven Investment Regions (IRs) in the DMIC. With an objective to drive manufacturing activity in the region and promote sustainable development, UPSIDA intends to develop an Integrated Industrial Township along with Central Business District (CBD) in the region. The township will act as a magnet to promote R&D activities and will subsequently promote industrial and manufacturing activities in the DNGIR region. The Proposed Investment Region (IR) will be developed as a specifically delineated industrial region with an area of approx 200 square kilometres (50,000 acres) within the limit of UPSIDA.
- State Government has declared 80 villages as special investment region for the Dadri-Noida-Ghaziabad Investment Region. The proposed Region is located close to Delhi, the National Capital. This region has good connectivity by road and rail to rest of India. Besides, it comprises of Noida, with IT/ITeS and electronics industries; Ghaziabad, the hub of light engineering and electronics industries; and Greater Noida.
- This 200 sq.km. Region is planned to fuel industrial growth by attracting skilled human resources and generating direct industrial employment. It will encourage the creation and growth of new businesses by fostering collaboration and innovation, and enhance technology development, transfer and commercialization. It will also help to promote new sunrise industries with value addition to existing industries within the region.

2 DETAILED SCOPE OF SERVICES

2.1 Land Option Analysis Report along with Land Acquisition Plan

- Collect all the relevant information/documents i.e. base map, land-use, Development Plans, demographic and socio economic data, environmental features, type of soil, ground water details etc., examine the site access parameters, geographical features, likely availability of infrastructure such as water, power etc.
- Consultant are supposed to discuss with land owners regarding land acquisition and analyse various modes such as land pooling, chakbandi (consolidation)/land aggregation including GIS representation/satellite imaginary of land parcel of total area and also area to be carved out for industrial development/CBD.
- Consultant to propose multiple options of area for industrial development or creation of CBD along with detailed access plan and ways to compensate land owners.
- The Consultant shall provide 4/5 options (approx. 5000 acre each) for the acquisition of land along with workable & acceptable land Acquisition/aggregation plans and shall furnish land acquisition details as per revenue records/maps for further processing of land acquisition including its marking on GIS with clearly demarcation of boundaries of all land parcels in the area to be acquired.
- Review existing zoning ordinances, comprehensive plans and other relevant plans and programs including any existing or future plans or projects that shall impact development of the project;
- Recommend the most technically, financially, socially and environmentally viable option out of the 4/5 options for developing industrial township along with CBD.
- Prepare detailed activity schedule for undertaking the Detailed Master Planning and preparing detailed project report.

2.2 Concept Plan & Pre-feasibility Report

- Setting out the macro level development vision and targets for the industrial township with CBD and evolving the strategies to achieve the same. These targets should be physically, environmentally, socially and financially sustainable, while the strategies should facilitate balanced regional

development that reduces regional imbalance and creates economic agglomeration and industrial clustering.

- Broad assessment of the industrial scenario of the area - profiling of the industrial hubs, types of industrial activities (by National Industrial Classification (NIC) or equivalent), trends in industrial production, raw material sources, production centres and markets and their inter-linkages, manufacturing policies and investment climate;
- Undertake a critical review of the status of infrastructure available in the area selected for development of the area and, if recommended, area, in particular the key sectors - water, power, transportation, (rail, roads, airports, public transport), logistics, housing and social infrastructure, environmental management, taking into consideration the existing as well as on-going and proposed developments – and the connectivity between them.
- Based on the above, network analysis and identification of major bottlenecks, analysis of issues with regional freight transportation, logistics, storage and distribution of goods between the raw material sources, production centers in the area, markets. Similar analysis has to be carried out for each infrastructure sector, particularly water and power. Identification of critical demand-supply gaps and bottlenecks in each infrastructure sector through the above;
- Assess the proposed area for industrial development along with expected population expected over the next fifty/ hundred years based on direct and indirect employment and then the total land area required for the region based on appropriate density standards. The consultant's analysis should be justified through credible norms and basis from best practices from domestic/international examples.
- identify issues and prospects of industry, traditional skill sets of the area, skill gaps with respect to modern manufacturing practices, labour / industrial relations;
- Critical evaluation and comparative analysis of the investment climate including policy environment for promotion of manufacturing, trade and commerce including exports, thrust sectors, value addition, resource utilisation, infrastructure bottlenecks to identify parameters that can influence the attractiveness of the area vis-à-vis competing locations;
- Based on the above, come up with recommendations on the critical issues/gaps in procedures and practices that need to be addressed to become a truly world class industrial destination and enhance the competitiveness of local manufacturers to global standards, and other strategies for attracting private investment, particularly into sustainable development.
- A Broad assessment of land requirement for industry and associated developments based on appropriate product mix for processing and non-processing areas. The approach for developing area shall be on sustainable, compact and smart city development principles, best practices and water availability to minimise the land and water requirements as far as possible;
- Based on the demand study and infrastructure gap assessment, the requirement and sizing of internal, common, social and external infrastructure such as Augmentation of Road Linkages, Power Supply management, Environmental Management Mechanism, Water Management mechanism, Energy Efficiency and Management Mechanism etc and Detailed Internal Infrastructure planning in the Area will need to be carried out by the consultant.
- The Consultant will evolve suitable strategic interventions as necessary for the development / implementation/ management of various industry and infrastructure initiatives such as transportation, logistics, water and power for the development of the area. For each of these, the Consultant will also estimate: the likely migration of workforce and amount of resettlement and rehabilitation work required, based on historical data for the various sectors; the number of jobs (by sector) likely to be created, particularly for poor people; the likely increase in domestic product (market value of final goods and services); and the environmental implications.

- Suggest a phasing strategy for development of various industrial and infrastructure initiatives and prepare Short and Medium Term Plan for development during the project horizon. The consultant is required to identify infrastructure projects and prioritise the projects in the phasing plan.
- Prepare DPR with regional development approach, to create an enabling environment, achieve envisaged goals and objectives and enable sustainable development of industry and infrastructure initiatives in the area along with analysis of the energy and water requirements for the individual projects and the development of the state as a whole.
- In line with the regional strengths and availability of natural resources within the state, industrial cluster may be developed in areas such as Manufacturing hubs for Pharmacy / Auto/ Textile / Food Processing / Power, IT/ITeS, and Biotech, Industrial Parks in Food Processing, Herbal / Apparel Parks, Logistics Hub, etc.
- Detailed industry analysis for various industrial sectors that may be developed in the area based on parameters such as export potential, sun-rise sectors, existing industrial base, strategic fit with overall State objective of development through benchmarking of similar developments in India/ other countries, Identify industries that may be developed along with demand analysis and estimated phasing of land offtake by industries and associated sectors;
- Summarise the findings in the form of a product and space-mix in the proposed area. Based on the outcome of the demand assessment and future growth pattern, evolve a suitable Product/Activity mix for the developable land and assess likely investment potential to activate local commerce and enhance investments.
- Prepare project cost estimates of all the components and financial viability model. Detailed cost estimates will include:
 - Provide an estimate for Cost of Land to be acquired, Cost of Rehabilitation, external infrastructure connectivity, internal infrastructure, Common Infrastructure facilities including but not limited to: Residential, Health Care, Educational, Commercial, Recreational, Hotels / Restaurants, Sports & Allied Urban Infrastructure Development, etc.
 - Prepare detailed financials to determine expected revenue streams, cash flows for the project and determine the financial viability of the project.
 - Work out Financial Indicators such as Payback period, IRR, NPV, Profitability ratio, Sensitivities and Scenarios.
 - Prepare value for money analysis to compare the various PPP options to public funded alternatives.
 - Develop alternate financial structures for the project and suggest a financially viable model so as to attract Private sector participation and to minimizing the financial burden on the UPSIDA. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.
 - All assumption used in the financial analysis along with basis of assumptions shall be elaborated. Consultant shall provide the unlocked and editable soft copy of the financial model in Microsoft Excel.
- Suggest the means of finance for development of land, internal & external infrastructure and social infrastructure.

2.3 Master Planning

- UPSIDA shall take decision on the proposed options suggested by the consultant for developing Industrial Township Along With CBD. Consultant shall prepare the master plan for the selected area for industrial development/ CBD.
- The Consultants shall plan the areas for each activity/ component like industrial, residential, public, transportation, green areas, utilities, etc. based on accepted international planning standards, proposed measures for augmentation of external linkages, for physical and social infrastructure,

protected zones and rehabilitation areas etc. Consultant is required to provide the draft planning specification for all the infrastructure requirements as per the above.

- Propose new development norms for area such as land use, FAR, setback, building height etc.
- Master Plan should be prepared such that the DNGIR Project will be a self-sustaining project with all infrastructure facilities.
- The Consultant needs to study a broader perspective of the proposed area and through a scientific analysis of various parameters, come up with recommendations on the final delineation / boundaries of the Area in terms of districts / revenue blocks.
- Preparation of Base Map for the delineated Area containing important existing natural, physical features, settlements, transportation and other infrastructure, ecologically sensitive areas, on a GIS Platform/ satellite image. The categories of land uses, symbols and colours to be used to depict various features/ facilities shall be as per National Urban Information System (NUIS) guidelines/ Survey of India Sheets.
- Preparation of a layout master plan indicating proposed overall land use and provide details of Area required for each land use type as a percentage of total area, Percentage of saleable land for each land use type, Access Road System and Connectivity to various plots, Integration with the external transport infrastructure such as Highways/ MRTS.
- Preparation of detailed plans for commercial, recreational and social infrastructure ensuring requisite residential, educational, health care, social, commercial, recreational, allied urban infrastructure facilities in the CBD.
- Consultant has to indicate for each infrastructure facility whether it will be developed upfront, in total, in parts or in phases. The design service deliverables should conform to the relevant guidelines and byelaws. Development within each plot is to be taken up individually by the allottees and hence is excluded from the scope of work.
- Recommend development control guidelines and regulation for entire project as well as for the plot level based on the standard planning norms or national/international best practices.
- Submit **Detailed Master Plan** encapsulating the above.

Other pre-requisites for the Consultant:

- Preparation of compiled database for the assignment with the details collected from various primary and secondary sources (viz. Maps / plans / charts / drawings/ satellite imageries, planning documents), summary of various analyses, results / findings and handing over to the client at the time of submission of final reports;
- Consultants must ensure that various plans/ schemes envisaged must be in compliance with notified plans, policy and regulatory framework; and
- Submitting 5 hard copies and one soft copy in MS Word and PDF format for reports, MS-Excel/Spreadsheet for database/survey findings/analyses, AUTOCAD and PDF format for drawings/plans, GIS file formats for spatial database.

Note:

- a) The consultant is required to procure at their own cost Satellite and aerial Images wherever required.
- b) Latest data of about 6 months recent prior to the date of award of project. In the event of non- availability of such data, subsequent archive data would be considered while keeping in view the other concerned aspects to ensure quality imagery.
- c) Consultants' responsibilities would include:
 - Geo-referencing of satellite imageries;
 - Procurement of satellite imageries;
 - Sensor merging to get the merged product with higher resolution;

- Thematic Mapping and Quality Control;
- Preparation and submission of digital maps in ESRI file format;
- All the intermediate and process output in both soft and hard copies to be returned to the client in compatible GIS formats;

3 REPORTS, DELIVERABLES & TIME SCHEDULE AND PAYMENT SCHEDULE

3.1 Reports

The Bidder shall submit reports both in hard and soft copies in English and in MS-WORD/MS-EXCEL/MS-ACCESS format or any other standard format for GIS, Engineering drawing mutually agreed. Each of the reports will be presented to UPSIDC Ltd as an audio-visual presentation.

3.2 Deliverables & Time Schedule

SN	Details	Duration (in Months)	Payment
1	Submission of Land Option Analysis with proposed acquisition plan	D + 1	10%
2	Acceptance of preferred option and plan by UPSIDC	D + 2	10%
3	Submission of Concept Plan & Pre-feasibility Report	D + 3	10%
4	Approval of Concept Plan & Pre-feasibility Report	D + 4	10%
5	Submission of Master Plan for selected option	D + 5	20%
6	Submission of revised Master Plan post multiple discussions with UPSIDC or other authorities (as applicable)	D + 6	20%
7	Approval of Revised Master Plan	D + 7	20%

D — Start Date of Assignment, i.e., within 15 days of award of assignment

4 SPECIFIC RESPONSIBILITIES OF THE BIDDER

The Bidder shall be fully responsible for collecting data and information from Government agencies. All information, data and reports obtained from the Government agencies in the execution of the services shall be properly reviewed and analysed by the Bidder. The responsibility for the correctness of using such data shall rest with the Bidder. All such information, data and reports shall be treated as confidential.

The Bidder shall be responsible for arranging necessary living accommodation, office facilities, transportation, equipment supplies, surveys, investigations, testing, secretarial services and all other input required for the purpose of the services.

The Bidder shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

5 OBLIGATIONS OF THE CLIENT

Liaison and Access

The UPSIDC Ltd. shall provide liaison with other Government agencies and Departments for the introduction of the Bidder.

6 Terms and Conditions: Applicable Post Award of Contract

6.1 Termination Clause

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
 - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
 - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
 - iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 - iv. If the selected Bidder commits breach of any condition of the Contract
 - v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

6.2 Termination for Default

- a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or
- d. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract

- f. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

6.3 Termination for Insolvency

Department may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

6.4 Termination for Convenience

- a. Department, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

6.5 Termination by Department

- a. The Department may, by not less than 60 days" written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.

- d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Consultant/ Advisor in writing with specific observations and instructions.

6.6 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical Consultant may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach
 - ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

6.7 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.8 Liquidated Damages

- a. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the

Consultant/ Advisor shall in no event exceed the total value of the fee received under this Contract.

6.9 Dispute Resolution Mechanism

The Department and the supplier shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.

6.10 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

6.11 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

6.12 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

6.13 Deployment

The proposed team is required to work in close coordination with the department. Whenever required, the proposed team has to follow the working hours, working days and Holidays of Uttar Pradesh State Government/UPSIDC.

6.14 Contract Performance Guarantee

- a. Within 30 days after the receipt of notification of award of the Contract from the Department, the successful Bidder shall furnish Performance Guarantee for an amount equivalent to **10%** of the contract amount of the successful bidder (Total Consultancy fee charged for the complete work) is to be given to UPSIDC Ltd. towards Performance of the successful consulting firm. This Performance Guarantee shall be in the form of Bank Guarantee issued by a Nationalized Bank / Scheduled Bank in the format to be approved by UPSIDC Ltd. and shall be submitted at the time of executing the agreement which shall be valid for the total project duration.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract if any.

6.15 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Department indemnified in this regard.

6.16 Contract administration

- a. Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the Department representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the Department representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
 - v. A committee comprising of representatives from the Department and the Selected Bidder shall meet on a quarterly basis to discuss any issues/ bottlenecks being encountered. The

Selected Bidder shall draw the minutes of these meetings and circulate to the Department.

6.17 Right of Monitoring, Inspection and Periodic Audit

The Department reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The Department may demand, and upon such demand being made, the selected Bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The Department shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the Department and the Selected Bidder undertakes to cooperate with and provide to the Department/ any other Consultant/ Advisor/ Agency appointed by the Department, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the Department may, without prejudice to any other rights that it may have, issue a notice of default.

6.18 Information Security

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the Department, out of premises, without prior written permission from the Department.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by Department, whichever is earliest, return any and all information provided to the Selected Bidder by Department, including any copies or reproductions, both hard copy and electronic.

6.19 Indemnity

The Selected Bidder shall execute and furnish to the Department, a Deed of Indemnity in favour of the Department in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of Total Professional Fee in favour of the Department.

SECTION 4: TECHNICAL PROPOSAL

- 4A Technical proposal submission form
- 4B Bidders Firm's References
- 4C Bidders Firm's comments and suggestions on the Terms of Reference
- 4D Approach paper on methodology and work plan for performing the assignment.
- 4E Composition of the team and task(s) of each team member.
- 4F Curriculum vitae of proposed professional staff
- 4G Time schedule for professional personnel.
- 4H Activity (work) schedule.
- 4I Summary Sheet – Relevant Project Experience (Last Five Years)
- 4J Equipment and Names of Technical Software.

4A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director
UPSIDC Ltd.
Lakhanpur, Kanpur-208024

Subject: Hiring of Bidder for Consultancy Services for Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region (DNGIR)

We, the undersigned, offer to provide the consulting services for Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region (DNGIR) in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal.

If negotiations are held during the period of validity of the Proposal, i.e. before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

4B. FIRM'S REFERENCES

Relevant Services carried out in the last Five Years (2012 -13 to 2016-17) that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your Firm/Entity (profiles):
		No of Staff:
		No of Staff Months:
		Duration of Assignment:
Name of the Client:		
Address:		
Start Date (Month/Year):	Completion Date(Month/Year):	Aprox Value of Services in Rs:
Name of the Associated Consultants if any		Number of Months of Prof. Staff provided by Associated Consultants:
Name of Senior Staff involved and functions performed		

<i>Narrative description of the project</i>	
<i>Description of Actual Services provided by your Staff:</i>	

Name of Firm:.....

*Note:

1. Completed projects only will be considered for experience and the ongoing projects will be considered if 80% of the work (substantially) completed.
2. The certificates from the competent authority not below rank of Executive Engineer shall be enclosed as proof of experience.
3. **Separate list of the projects with proof shall be enclosed for considering the criteria mentioned in Section 2 - "preparation of proposal".**

4B-(i) Ongoing commitments of the bidder

Description of work	Place	Name & address of Employer	Contract no. and date	Value of contract (Rs. In lakhs)	Stipulated period of completion	Reaming portion of the project (in percentage)	Reaming Value of the (Rs. In lakhs)	Anticipated date of completion of the project	remarks
1	2	3	4	5	6	7	8	9	10

4C. BIDDER'S COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

On the Terms of Reference:

1.

2.

3.

4.

5.

4D. APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

CONSULTING FIRM'S NAME:

Please structure this text in a manner corresponding to the Scope of Work, as given in the Terms of Reference.

4E. COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

Sl. No.	Name	Position	Task
1.			
2.			
3.			
4.			
2 5.			

4F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies:

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. I also undertake that I am available for this project during entire duration.

_____ **Date:** _____

[Signature of staff member]

Day / Month / Year

Full name of staff member: _____

I hereby give an undertaking to the effect that the above mentioned staff would be available for UPSIDC Ltd. during the period of consulting service.

_____ **Date:** _____

[Signature of authorised representative of the Firm] Day / Month / Year

Full name of authorised representative of firm _____.

4G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/ Activities	Weeks (in the form of a Bar Chart)														Number of Weeks
				1	2	3	4	5	6	7	8	9	10	--	--			
1																	Subtotal (1)	
2																	Subtotal (2)	
3																	Subtotal (3)	
4																	Subtotal (4)	

-																		

Full-time: _____

Part-time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorised Representative)

Full Name: _____

Title: _____

Address: _____

4I. SUMMARY SHEET - Relevant Project Experience (Last five years 2012-13 to 2016-17)

Project Name	Name of the Employer	Description of the Work	Prime / sub-consultant	Value of Contract for applicant	Date of issue of work order	Stipulated period of completion	Actual date of completion (*)	Remarks to explain any delay in completion of work

*Attach certified proof

4J. Equipment & Name of Technical Software for use of Bidders only

Sl No.	Type of equipment's	Proposed Nos
1	Proposed Equipment's.....	
2	Proposed Equipment's.....	
3	Proposed Equipment's....	
4	Proposed Equipment's.....	
.	Other Proposed Equipment's.....	
.	Other Proposed Equipment's.....	
.	Other Proposed Equipment's.....	
N	Other Proposed Equipment's.....	

SECTION 5. FINANCIAL PROPOSAL

5A. Financial Proposal submission form.

5B. Financial Bid.

5A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Bidder)

TO: (Name and Address of Client)

Subject: Hiring of Consultants for providing consultancy services for “Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of the areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region”.

We, the undersigned, offer to provide the consulting services for for “Land Option Analysis, Concept Plan and Pre-feasibility Report and Master Planning of the areas belonging to UPSIDA under Dadri-Noida-Ghaziabad Investment Region” in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

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 namely “Prevention of Corruption Act 1988”.

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

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Bidder:
Address:

5B: FINANCIAL BID

S.No.	Description of the work	Tentative Area* (in acres)	Unit Price	Offer (Inclusive of all taxes)	
				Rs. in figures	Rs.in words
1	Land Option Analysis 4/5 options	50000			
2	Concept Plan and Pre- feasibility Report	5000			
3	Master Planning	5000			
Total					

* The area is tentative and payment will be made as per actual area analysed/approved by UPSIDC.