

**E-Bid Document**

**Request for Proposal (RFP)**

**for**

**Appointment of Consultant (Planning, Performance Monitoring,  
Project Management & Reporting)**

**for**

**Noida International Airport Limited (NIAL)**

**Location:** Gautam Budhha Nagar District, Uttar Pradesh

**Reference No:** NIAL/RFP/2024/694

**Date:** 07/06/2024

**Issued by:** Noida International Airport Limited - NIAL

## **Disclaimer**

This Request for Proposal (RFP) document for Appointment of Consultant (Planning, Performance Monitoring, Project Management & Reporting) (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

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

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

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

## **Contents**

1	Data Sheet.....	1
2	Instructions to Bidders .....	3
2.1	General instructions.....	3
2.2	Preparation, submission, opening & acceptance of Proposals/e-bids .....	4
3	Terms of reference .....	10
3.1	Scope of services .....	10
3.2	Team.....	12
3.3	Payment schedule and Milestones.....	16
4	Eligibility and Evaluation criteria .....	17
4.1	Eligibility criteria .....	17
4.2	Technical Evaluation .....	18
4.3	Financial Evaluation .....	19
4.4	Technical Bid Evaluation .....	19
4.5	Financial Bid Evaluation .....	19
4.6	Final Bid Evaluation .....	19
	Annexure A: Standard Forms .....	21
	FORM 1: Technical Proposal Submission Form .....	21
	FORM 2: Bidder's organization and experience.....	22
	FORM 3: Declaration.....	23
	FORM 4: Curriculum Vitae (CV) for Proposed Professional Staff.....	24
	FORM 5: Financial Proposal .....	25
	FORM 6: EMD Return Form.....	26
	FORM 7: Format for showcasing Technical Eligibility/ Capacity.....	27
	Annexure B: General Conditions of Contract (GCC).....	28
1.	General Provision .....	28
2.	Commencement, Completion, Modification and Termination of Contract.....	30
3.	Obligations of the Bidder .....	32
4.	Obligations of the Client .....	34
5.	Payments to the Bidder .....	34
6.	Good Faith and Indemnity .....	34
7.	Settlement of Disputes .....	34

## 1 Data Sheet

1	Name of the Bid	Appointment of Consultant (Planning, Performance Monitoring, Project Management & Reporting)												
2	Time-period of contract	18 months												
3	Method of selection	QCBS (80% Technical and 20% Financial)												
4	Bid Processing Fee	<p>Non-refundable/Nonadjustable fee of INR 11,800 inclusive of GST (INR Eleven Thousand Eight Hundred Only) (Through RTGS Only)</p> <p>Bank details for RTGS Transfer:</p> <table border="1"> <tr> <td>Name of the Beneficiary</td> <td>Noida International Airport Company Limited</td> </tr> <tr> <td>Name of the Bank</td> <td>State Bank of India</td> </tr> <tr> <td>Bank branch address</td> <td>Greater Noida, Lager Stroemia Shopping Centre, Gautam Buddha Nagar; Branch code: 4324</td> </tr> <tr> <td>Account number</td> <td>38491000655</td> </tr> <tr> <td>IFSC code</td> <td>SBIN0004324</td> </tr> <tr> <td>MICR</td> <td>110002231</td> </tr> </table>	Name of the Beneficiary	Noida International Airport Company Limited	Name of the Bank	State Bank of India	Bank branch address	Greater Noida, Lager Stroemia Shopping Centre, Gautam Buddha Nagar; Branch code: 4324	Account number	38491000655	IFSC code	SBIN0004324	MICR	110002231
Name of the Beneficiary	Noida International Airport Company Limited													
Name of the Bank	State Bank of India													
Bank branch address	Greater Noida, Lager Stroemia Shopping Centre, Gautam Buddha Nagar; Branch code: 4324													
Account number	38491000655													
IFSC code	SBIN0004324													
MICR	110002231													
5	Earnest Money Deposit (EMD)	Refundable amount of INR 1,00,000 (INR One Lakhs Only) (Through RTGS Only)												
6	Consortium/Joint Venture to be allowed	No												
7	Sub-contracting is allowed	No scope of work shall be sub-contracted to any third party without written consent of NIAL												
8	Financial Bid to be submitted together with Technical Bid	Yes												
9	Name of the Authority's official for addressing queries and clarifications	<p><b>OSD/Nodal Officer</b> Noida International Airport Limited (NIAL) First floor, Commercial complex. P-2, Sector- Omega 1 Gautam Budhha Nagar, Greater Noida, Uttar Pradesh, 201308</p> <p>Email: <a href="mailto:skbhatiapcs@gmail.com">skbhatiapcs@gmail.com</a> Website: <a href="http://www.nialjewar.com/">http://www.nialjewar.com/</a></p>												
10	Proposal Validity Period	180 days from Proposal Due Date												

11	Performance Security	10% of the Contract Value
12	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid Upload Date/Time	07.06.2024/ 2:00 PM
	Last date of receiving queries	14.06.2024
	Pre-bid conference	18.06.2024
	Pre-bid queries disposal	20.06.2024
	Bid Due/ Proposal Due/ Submission Date	25.06.2024
	Opening of Technical Bids	26.06.2024
	Technical presentation	27.06.2024
	Opening of Financial Bid	28.06.2024
	Issuance of Letter of Award (LOA)	To be communicated
	Signing of Agreement	To be communicated

## **2 Instructions to Bidders**

### **2.1 General instructions**

#### **2.1.1 Number of Proposals and respondents**

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. A Bidder applying individually shall not be entitled to submit another Proposal.

#### **2.1.2 Proposal preparation cost**

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

#### **2.1.3 Right to accept and reject any or all the Proposals.**

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

#### **2.1.4 Clarifications**

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake Appointment of Consultant (Planning, Performance Monitoring, Project Management & Reporting).”

3. The Client shall endeavour to respond to the queries within the period specified therein. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

### **2.1.5 Amendment of the RFP**

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

### **2.1.6 Data identification and collection**

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

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

### **2.2.1 Language and currency**

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

### **2.2.2 Proposal validity period and extension**

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

### **2.2.3 Format and signing of Proposals**

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

#### **2.2.4 Submission of e-bid/Proposal**

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
  - i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
  - ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
  - iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
  - v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

#### **2.2.5 Deadline for submission**

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

#### **2.2.6 Late submission**

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

#### **2.2.7 Withdrawal and resubmission of Proposal**

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

### **2.2.8 Verification and Disqualification**

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
  - a. at any time, a material misrepresentation is made or uncovered, or
  - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
  - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
  - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

### **2.2.9 Selection of the Bidder**

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

### **2.2.10 Proposal opening**

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

#### **2.2.11 Confidentiality**

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

#### **2.2.12 Tests of responsiveness**

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

#### **2.2.13 Clarifications sought by Authority**

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

#### **2.2.14 Proposal evaluation**

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause 4 and Annexures of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

#### **2.2.15 Earnest Money Deposit**

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.

3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.
5. The EMD may be forfeited:
  - a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

#### **2.2.16 Award Criteria**

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

#### **2.2.17 Notification of Award**

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

#### **2.2.18 Performance Security**

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

### **3 Terms of reference**

Noida International Airport, Jewar (herein after referred to as 'Airport') is a Greenfield Airport, owned by Government of Uttar Pradesh. For Development and Operations of the Airport, Noida International Airport Limited ("NIAL") was incorporated on 28th August, 2018 with a Joint Venture (JV) between Government of Uttar Pradesh (GoUP), New Delhi Okhla Industrial Development Authority (NOIDA), Greater Noida Industrial Development Authority (GNIDA) and Yamuna Expressway Industrial Development Authority (YEIDA).

The airport is being developed by Yamuna International Airport Private Limited (YIAPL), a 100% subsidiary of Zurich Airport International AG, in close partnership with Government of Uttar Pradesh and Government of India. A Concession Agreement has been signed between NIAL and with Yamuna International Airport Private Limited (YIAPL) for development of the Airport.

NIAL is looking to appoint a Project Monitoring Group (PMG)/ Project Monitoring Unit (PMU)/ Project Monitoring Consultancy (PMC) to assist NIAL in Planning, Performance Monitoring, Project Management & Reporting for all works to be undertaken as per the Concession Agreement.

#### **3.1 Scope of services**

1. **Project governance structure and comprehensive process for overall project management by PMG-** This covers preparation of standard operating processes and governance mechanism for PMG, defining roles & responsibilities of various stakeholders and stakeholder management plan.
2. **Schedule management** - Develop project WBS and Project master schedule to monitor implementation and compliance with the Concession Agreement
  - a. Prepare a detailed activity chart that needs to be undertaken by the Concessionaire as per the terms and conditions of the Concession Agreement including.
    - i. Issue Management Plan,
    - ii. Interface Management Plan,
    - iii. Stakeholder Management Plan, and
    - iv. Compliance Management Plan
  - b. Monthly review of the status/ progress by Concessionaire on project KPIs as per Concessionaire agreement including Regulatory compliance.
3. **Support in review of Master Plan/Extended Master Plan** To provide support to Authority in review of Master Plan/extended master plan of Noida International Airport, Jewar and expert comments submitted by the Concessionaire as per existing rules and guidelines and provide recommendation for consideration, as required.
4. **Document Control**-Develop document classification system, and communication protocol, process for dissemination of all the documentation related to the Project.
  - a. Monitoring and reporting on the key contracts that are executed by the Concessionaire (each contract above INR 25 crore needs to be studied and approved by the Authority).
  - b. Provide feedback on the contracts above INR 25 crore on
    - i. If the contracts are aligned with the provisions of the Concession Agreement
    - ii. To assess and advise if the interests of the Authority are safeguarded in these contracts (as per the provisions of the Concession Agreement). Alternatively, assess and advise in case any provisions of the contracts are against the interest of the Authority.
5. Supporting the Authority in selection of new Independent Engineer (IE) or in the further extension of current IE, if required.
6. Coordination among various government departments of Government of UP for timely execution of support activities
  - a. Identification and shifting of utilities.
  - b. Speedy clearances and approvals for drawing utilities to the boundary of the airport

- c. Coordination between forest, water, wildlife and any other institutional for adherence to the norms and instructions provided by MoEFCC as part of the Environment clearance.
  - d. Connectivity planning & coordination with state roads department, PWD, NHAI & other agencies.
  - e. Development of detailed activity chart and process maps for coordination, identification of bottlenecks, resolutions, reporting of red flags and support in resolutions would also be part of the scope of work of the PMG.
  - f. Any other areas where Authority may need support in meeting any of its condition precedents or obligations under concession Agreement.
7. Coordination on behalf of Authority with other Government Instrumentalities including MoCA, MHA, AAI, DGCA, MOEF & any other government instrumentalities involved in the project.
  8. Support in execution of the other agreements and clearances involving the Authority and the Concessionaire as and when required.
  9. **Risk management-**
    - a. Develop a systematic risk management plan/strategy to be applied to the Project for identification and mitigation.
    - b. Conduct quarterly risk management reviews to update Risk register and mitigation plan, based on look forward planning & prevalent risk/ opportunities.
  10. **Scope and Change Management-**Develop and implement an internal change management plan, change log, and associated governance processes.
  11. **Performance Management** - Support in Implementation of Digital reporting platform (web-based portal and Mobile Apps) for monitoring the project:
    - a. Identification of the KPIs for monitoring the project in discussion with the stakeholders.
    - b. Preparation of dashboard design & layouts (in excel format) along with data input formats (based on approved KPIs)
    - c. Preparation of business requirement document
    - d. Support the Authority in selection of the technical partner for tool development and implementation.
    - e. Co-ordination with technical partner during development & implantation of tool.
    - a. **Contract Management** - Develop contract management system to provide visibility to the Authority in the following areas: changes, invoicing, claims, payments, compliances, insurances, warranties, collaterals, securities, and bonds.
    - b. Conduct periodic stakeholder workshop/meetings so that all the stakeholders are on the same page and there is minimal disruption in the project implementation.
  12. Assisting in review of government policies as and when required.
  13. Assisting the Authority to prepare responses for Internal/Statutory/CAG audit related to Concession Agreement.

### 3.2 Team

The Consultant shall be required to depute minimum six (6) dedicated resources, including one Team Leader. The on-site resources will be working at NIAL office as per the deployment percentage mentioned in below table.

The qualifications and experience requirements are as follows:

Table 1: On-site Team

S.no	Particulars	Requirement as per Uttar Pradesh Development Systems Corporation Ltd. as per GO. 26/2018/632/35-1-2018-6/9(2) dated September 25th 2018		Proposed	Deployment	Total No. of months	Proposed Man-months	
		Position	Requirement					Education Qualification
1	Team Leader cum Airport Expert	Project Director Senior Level	Role & Responsibility: Overall management of the engagement and providing guidance and direction to the project team for delivery of the engagement. Experience: Total work experience of 15 years with 10 years' experience in consultancy in client facing role. Qualification: MBA	Bachelors in engineering with MBA	(i)15+years of experience in working on infrastructure project providing strategy and transaction advisory services. (ii) 10 years' experience in consultancy in client facing role. (iii) Minimum 5-year experience in aviation sector providing services related to traffic and market assessment, bid and transaction advisory for PPP projects, project structuring and techno-commercial assessment of the project, technical, business, commercial, and financial due diligence, assessment of aeronautical non-aeronautical revenues, MYTP, RAB, review of concession agreement etc. (iv) Should be on the role of organization for minimum 5 years	30%	18	5.4
2	Program Management Expert	Government Advisory Consultant (Senior level)	Role & Responsibility: Provided consultancy services to Central/State Govt Department for Infrastructure projects. Experience: Minimum three years' experience in	MBA	(i) 15+ years of experience in working on infrastructure projects in all facets of infrastructure including Project/programme management. Minimum three years of experience in providing consultancy services in infrastructure sector with Government Departments.	30%	18	5.4

Request for Proposal (RFP) for Appointment of Consultant (Planning, Performance Monitoring, Project Management & Reporting)

S.no	Particulars	Requirement as per Uttar Pradesh Development Systems Corporation Ltd. as per GO. 26/2018/632/35-1-2018-6/9(2) dated September 25th 2018		Proposed	Deployment	Total No. of months	Proposed Man-months	
		Position	Requirement	Education Qualification	Minimum Experience			
			working with Government Department for providing consultancy services or worked on two national/international project with Government. Qualification: MBA		(ii) Should have experience and setting up project governance and control system, developing standard operating process/procedure, project performance parameters for monitoring and reporting, stakeholder management, project monitoring etc. (iii) Should have undertaken project structuring, bid process management for PPP/ EPC projects (iv) Should have an experience of reviewing contract agreements/concession agreement and contract administration. (v) Experience of providing the above services for Airport Project. (vi) Should be on the role of organization for minimum 2 years			
3	Project Monitoring & Reporting Specialist	Program Management Consultant (MID Level)	Role & Responsibility: overall project management including, project monitoring and reporting, implementation of project MIS system and dashboards management, stakeholder co-ordination etc, Worked on minimum two projects with Central/State Government. Experience: Total work experience of 7 years Qualification: MBA/B.Tech in relevant field	MBA/Bachelors in civil/Electrical Engineering or Bachelor in Architecture	(i) Minimum 7 years of experience in working on infrastructure in all facets of infrastructure including Project/programme management. (ii) Should have experience and setting up of project performance parameters for monitoring and reporting of projects, stakeholder management, implementation of MIS system etc. (ii) Should have experience bid process management for infrastructure projects (iii) Should have an experience contract management and contract administration. (iv) Experience of providing Transportation sector. (v) Should be on the role of organization for minimum 2 years	45%	18	8.1

Request for Proposal (RFP) for Appointment of Consultant (Planning, Performance Monitoring, Project Management & Reporting)

S.no	Particulars	Requirement as per Uttar Pradesh Development Systems Corporation Ltd. as per GO. 26/2018/632/35-1-2018-6/9(2) dated September 25th 2018		Proposed	Deployment	Total No. of months	Proposed Man-months	
		Position	Requirement	Education Qualification	Minimum Experience			
4	Aviation Specialist	Government advisory Consultant (Senior Level)	Role & Responsibility: Provided consultancy services to Central/State Govt Department for infrastructure projects. Experience: Minimum three years' experience in working with Government Department for providing consultancy services or worked on two national/international project with Government. Qualification: MBA	MBA from reputed institute	(i) 10+ years of experience in working on infrastructure project providing strategy and transaction advisory services (ii) Minimum three years of experience in providing consultancy services in infrastructure sector with Government Departments. (iii) Experience in aviation sector providing services related to traffic and market assessment for airport and ancillary facilities like In Flight Catering, Ground handling, Cargo facilities, fuel farm etc., bid and transaction advisory for PPP projects, project structuring and techno-commercial assessment of the project, assessment of aeronautical non-aeronautical revenues, etc. (iv) Should be on the role of organization for minimum 2 years	25%	18	4.5
5	Project Associate (Project Monitoring & Reporting)	Infrastructure Consultant- Junior	Role & Responsibility: Provided consultancy services in infrastructure sector to Central/State Govt Department for infrastructure projects. Minimum three years' experience in working with Government Department for providing consultancy services or worked on two national/international project with Government.	Graduate in civil engineering with Post graduation in engineering/project management	(i) 5 years of experience of working on infrastructure projects. (ii) Should have experience in project/program management which include setting up of Project/Program, project monitoring and reporting, supporting client in day-to-day management of the program, stakeholder management etc.	100%	18	18

Request for Proposal (RFP) for Appointment of Consultant (Planning, Performance Monitoring, Project Management & Reporting)

S.no	Particulars	Requirement as per Uttar Pradesh Development Systems Corporation Ltd. as per GO. 26/2018/632/35-1-2018-6/9(2) dated September 25th 2018		Proposed	Deployment	Total No. of months	Proposed Man-months	
		Position	Requirement	Education Qualification	Minimum Experience			
			Experience: Minimum 5 years of experience Qualification: Post graduation in infrastructure management/project management/real estate/urban planning etc.					
6	Project Associate (Procurement & Contracts)	RFP Design /Bid Management Consultant (Junior Level)	Role & Responsibility: Provided bid process management consultancy services to Central/State Govt Department for infrastructure projects. Experience: Minimum 3 years Qualification: MBA/B.Tech/CA/CS	Btech with Post graduation in engineering/project management/MBA/CA/ICWA/CS	(i) 3 years of experience of working on infrastructure projects. (ii) Should have experience in bid process management for PPP/ EPC projects and contract monitoring and management.	100%	18	18

The consultant to ensure that the team shall be as per submitted CV's. Any change in resources shall be done after approval of the Authority. The replacement of the team member post approval of the Authority within 15 days and the new proposed team member shall have equivalent or better qualification and experience.

### **3.3 Payment schedule and Milestones**

The overall period of the engagement shall be **eighteen (18) months** from the date of signing the contract, with the provision for extension on mutually agreed terms based on the satisfactory performance during the pursuing years and requirements in the following years.

In response to the RFP, the Applicant shall provide financial quote in the form of person-month rate inclusive of all expenses. Only GST/taxes as per applicable rates shall be paid by the client as extra. The payment will be made on monthly basis after based on actual deployment and of the Consultant and the corresponding submitted invoices.

## 4 Eligibility and Evaluation criteria

### 4.1 Eligibility criteria

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

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

Table 1: Eligibility Conditions

#	Eligibility Conditions
1	The Applicant shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The legal status shall be demonstrated through a copy of registration certificate OR a copy of certificate of incorporation.
2	<p><b>Financial Capacity:</b></p> <p>The Applicant must have a minimum annual average turnover of INR 500 crore during FY 2020-21, 2021-22, 2022-23 from India operations. The same shall be demonstrated by submitting audited financial statements for the last three (3) years and certificate from Statutory Auditor/Chartered Accountant.</p>
<b>Technical Capacity:</b>	
3	<p>The Applicant must have at least five (5) years of experience in providing consultancy services in India to the Government organizations for Aviation Sector with current year taken as last year.</p> <p><i>Applicants need to provide documentary evidence for continuous required experience from 2019 to 2024 (ongoing engagement for 2024 needs to be submitted)</i></p>
4	The Applicant should have at least one (1) ongoing/completed (during last 10 years) Project Monitoring Group (PMG)/ Project Monitoring Unit (PMU)/ Project Monitoring Consultancy (PMC) project within the Aviation Sector with a minimum consulting fee of INR 1 Crore each.
5	The Applicant should not stand blacklisted / debarred from government contract nor involved in any litigation with the Authority as on bid due date.

**Please Note:**

- a. Bidder fulfilling all the eligibility criteria on their own shall be eligible for technical evaluation, and hereinafter referred to as Eligible Bidders.
- b. The experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP.
- c. The Bidder shall not have any Conflict of Interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder shall be deemed to have a Conflict of Interest, if the Bidder has provided or is currently providing any consultancy services to the Concessionaire selected for the development and operation of Noida International Airport, Jewar.

## 4.2 Technical Evaluation

The Technical Bid will be evaluated as per the criteria defined below and the ranking will be done from highest to lowest.

#	Criteria	Max Marks
<b>A</b>	<p><b>Financial Capability</b></p> <p>Average Annual Turnover (AAT) from India Operations, for preceding 3 financial years ending 31st March 2023</p> <p>Turnover ranging form</p> <ul style="list-style-type: none"> <li>• &gt;INR 500 Crores to =&lt;1000 Crores- 5 Marks</li> <li>• &gt;INR 1000 Crores to =&lt;1500 Crores- 10 Marks</li> <li>• Greater than 1500 Crores - 15 Marks</li> </ul>	15
<b>B</b>	<p><b>Technical Capability</b></p>	
B1	<p>Experience of providing consulting services in India in Aviation Sector for projects involving works in areas of project monitoring/operations management/ performance improvement/ enhancing operational efficiency/ contract management/ transaction advisory/policy review.</p> <ul style="list-style-type: none"> <li>• 1 Project – 10 marks</li> <li>• 3 Projects – 15 marks</li> <li>• 5 Projects or more – 20 marks</li> </ul>	20
B2	<p>Experience of providing Project Monitoring Group (PMG)/ Project Monitoring Unit (PMU)/ Project Monitoring Consultancy (PMC) Services into Central Govt./ State Govt./ Development Authorities in India for implementing the Concession of a PPP Airport project, during last 10 years.</p> <ul style="list-style-type: none"> <li>• 1 Project – 10 marks</li> <li>• 3 Projects – 15 marks</li> <li>• 5 Projects or more – 20 marks</li> </ul>	20
<b>C</b>	<p><b>Team CVs/Credential</b></p> <ul style="list-style-type: none"> <li>- Resource No.1 (<i>Team Leader cum Airport Expert</i>): 6 Marks</li> <li>- Resource No.2 (<i>Program Management Expert</i>): 6 Marks</li> <li>- Resource No.3 (<i>Project Monitoring &amp; Reporting Specialist</i>): 4 Marks</li> <li>- Resource No.4 (<i>Aviation Specialist</i>): 4 Marks</li> <li>- Resource No.5 (<i>Project Associate (Project Monitoring &amp; Reporting)</i>): 3 Marks</li> <li>- Resource No.6 (<i>Project Associate (Procurement &amp; Contracts)</i>): 2 Marks</li> </ul> <p>[Detailed qualification and experience as per Section 3.2]</p> <p>The tentative parameters for evaluation of the proposed team members shall be based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. General qualification (Education and years of experience) (20% weightage)</li> <li>2. Adequacy for the Project (relevant experience) (60% weightage)</li> <li>3. Sector Experience (Aviation) (20% weightage)</li> </ol>	25
<b>D</b>	<p>Technical presentation</p>	20

	Eligible bidders shall be called for technical presentation. Brief requirement, date and time of the presentation shall be intimated to the Eligible bidders	
	Grand Total	100

**Please Note:**

- a) The experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP.
- b) Applicants will be required to provide work orders/extension orders/ contracts/ completion certificates as proof of experience.
- c) Extension work orders on an existing project will not be counted as separate projects but may be counted towards monetary value of total project. All experiences should be from India.
- d) Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Client with respect to evaluation/selection criteria.
- e) Only projects carried out in India will be considered for evaluation.

**4.3 Financial Evaluation**

Minimum score of 60 marks in the technical evaluation process is required to be considered as a Technically Shortlisted Bidder. Only Technically Shortlisted bids (having the minimum required score) would be eligible for opening of financial bids. The financial proposals of only Technically Shortlisted Bidders will be opened in the presence of the Bidders representatives who choose to attend.

**4.4 Technical Bid Evaluation**

Highest Technical scoring proposal (Tm) shall be given a technical score (St) of 100 points. The technical score of the other proposals (To) shall be computed as follows.

$$St = 100 \times \frac{To \text{ (Other Technical proposal)}}{Tm \text{ (Highest Technical proposal)}}$$

Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Authority with respect to evaluation/selection criteria.

**4.5 Financial Bid Evaluation**

Lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial score of the other financial proposals (Fo) shall be computed as follows.

$$Sf = 100 \times \frac{Fm \text{ (Lowest Financial proposal)}}{Fo \text{ (Other Financial proposal)}}$$

Bids determined to be substantially responsive (see instructions to Applicants) will be checked by the client for any arithmetical errors in computation and summation. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.

The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initiated by the authorized person.

**4.6 Final Bid Evaluation**

The Applicant shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and procedures described in this RFP. Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights

(T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

$$S = S_t \times (T=80\%) + S_f \times (F=20\%)$$

In case of a tie, bidder with higher technical score will be considered for award of work. The Successful Bidder would be notified in writing by the client by issuing the Letter of Award (LOA) in favour of the Bidder.

The client reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The client also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

## Annexure A: Standard Forms

### FORM 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

We hereby declare that:

- a. all the information and statements made in this Proposal are true,
- b. we do not have any Conflict of Interest in accordance with clause 4.1.c of the RFP document,

and accept that any misinterpretation contained in it may lead to our disqualification.

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

We undertake, if our Proposal is accepted, to initiate the Project Monitoring works as per the scope of work related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

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

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

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

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

**FORM 2: Bidder's organization and experience**

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

### **FORM 3: Declaration**

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

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

(To be printed on Letter Head)

Sir/Madam,

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

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:

## **FORM 4: Curriculum Vitae (CV) for Proposed Professional Staff**

1. **Proposed position** [only one candidate shall be nominated for each position]:

2. **Name of staff** [Insert full name]:

3. **Date of Birth:**

**Nationality:**

4. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

5. **Other training:**

6. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

7. **Employment record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

**From** [Year]:

**To** [Year]:

**Employer:**

**Positions held:**

8. Work undertaken that best illustrates capability to handle the tasks assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 9.]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

## **FORM 5: Financial Proposal**

[Date]

To: [Name and address of Client]

**Subject: Financial proposal**

**Reference: (Insert name of the consultancy)**

Dear Sirs,

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

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST shall be as per the terms stated in and Clause 1.6 of Annexure B, General Conditions of Contract in the RFP document.

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

---

Signature and Name of the Authorised Person

---

**NAME OF THE BIDDER AND SEAL**

## **FORM 6: EMD Return Form**

\*NOTE: This form will be utilised for return of EMD only as per the Clause 2.2.15

[Date]

To: [Name and address of Client]

**Subject: Return of EMD for Reference Number** <tender reference number> <name of RFP>

**Reference: (Insert name of the consultancy)**

Dear Sir,

This is in reference to return the Earnest Money Deposited for <name of the RFP> with Reference number <reference number> Tender ID <tender ID>. The details of deposit are illustrated below:

UTR Number:

Bank Name:

Amount:

Date of Transfer:

We wanted to request you to please return the above-mentioned transferred amount as EMD to the bank details as illustrated below:

Name of the beneficiary:

Name of Bank:

Name of Branch:

Account Number:

IFSC Code:

Swift Code:

Kindly grant us with your permission for the above.

Thanking You.

Yours Faithfully,

<name and signature of the authorized signatory along with seal and stamp of the Bidder>

## FORM 7: Format for showcasing Technical Eligibility/ Capacity

Assignment Name:	Country:
Name of the Client:	Nature of the Client: (Like Central Govt./ State Govt./ Private Sector/Development Authority etc.)
Start Date (Month/Year): Completion Date (Month/Year):	Status of the work: (Like completed or ongoing)
Project Fee/ Contract value (In INR):	Brief Description of Project:
Sector Covered:	Description of Actual Services Provided:

Note: Each project profile has to be duly supported by documentary evidence from the client side as per the Clause 4.2.b of the RFP considered for marking. Projects without evidence shall be rejected. Only eligible projects (as per terms & conditions as provided in RFP) shall be considered for marking.

## **Annexure B: General Conditions of Contract (GCC)**

### **1. General Provision**

#### **1.1. Definitions**

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

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

## **1.2. Law Governing Contract**

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

## **1.3. 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.

## **1.4. Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

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

## **1.5. Authorized Representatives**

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

## **1.6. Taxes and Duties**

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

## **1.7. Fraud and Corruption**

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

- i. "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken:

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

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

## **1.8. Limitation of Liability**

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

## **1.9. Insurance**

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

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

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

## **1.10. Performance Security**

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

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages by appropriation from the Performance Security as well. Depending on the severity of the situation, the entire Performance Security may get forfeited.

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

### **2.1. Effectiveness of Contract**

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

### **2.2. Commencement of Services**

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

### **2.3. Expiration of Contract**

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

### **2.4. 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.

### **2.5. Force Majeure**

#### **2.5.1. Definition**

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is

not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

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

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

#### **2.5.2. No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.5.3. Extension of Time**

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

#### **2.5.4. Payments**

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

### **2.6. Termination**

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

#### **2.6.1. By the Client**

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

- a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Consultant becomes insolvent or bankrupt.

- c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

#### **2.6.2. By the Consultant**

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

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

#### **2.6.3. Payment upon Termination**

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

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

#### **2.7. Limitation of the Consultant**

The Consultant shall not provide any services to the Concessionaire selected for development and operations of Noida International Airport upto 3 (three) years from the date of commercial operation of the Noida International Airport.

### **3. Obligations of the Bidder**

#### **3.1. Standard of Performance**

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

#### **3.2. Responsibility of the Bidder**

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

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

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

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

### **3.3. Confidentiality**

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

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

- a. All deliverable to be developed and submitted by the Consultant under this Contract shall be in English language.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.
- c. The Consultant may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Consultant shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the consultant compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

### **3.5. Accounting**

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

## **4. Obligations of the Client**

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

## **5. Payments to the Bidder**

### **5.1. Professional fee and Payments**

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

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

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

## **6. Good Faith and Indemnity**

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

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

## **7. Settlement of Disputes**

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

### **a. Amicable Settlement**

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

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

### **b. Arbitration**

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

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

c. Jurisdiction

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

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