INVITATION OF PROPOSAL FOR APPOINTMENT OF STRATEGY AND PROJECT IMPLEMENTATION ADVISOR

Greater Noida Industrial Development Authority (GNIDA), a U.P. Government undertaking, is building India’s one of the finest international city with state of the art infrastructure facilities. Planned on a grid iron concept using the latest technology in engineering and architecture, it will be a model city of the future.

To support its efforts for sustained development, provision and maintenance of infrastructure facilities, the Authority is at present working on privatization some key infrastructure projects for the city. Offers are invited on a two bid (Technical and Financial) system from established and reputed Strategy and Project Implementation Advisor for assisting the Authority in this process.

The detailed RFP shall be available from GNIDA’s office on payment of Rs. 1000/- and Rs. 5000/- only shall be payable in the form of Bank Draft in favour of Greater Noida Industrial Development Authority as processing charges. The detailed RFP document is also available on www.Greaternoidaauthority.in. If RFP is downloaded from net the charges of RFP document shall be paid at the time of submission of proposal. All proposals should be addressed G.M.(Plng and Arch). Greater Noida Industrial Development Authority and proposal to be submitted latest by 30 days from the date of advertisement upto 3.30 P.M. at C.R.Cell, Greater Noida Industrial Development Authority 169, Chitvan Estate, Sector Gamma, Greater Noida.

G.M.(Plng and Arch)
Request for Proposal (RFP)

for

Selection of Strategy and Project Implementation Advisor

to

Greater Noida Industrial Development Authority (GNIDA)

August -2015
Section I: General information

Greater Noida Industrial Development Authority (hereinafter referred to as "GNIDA" or "the Authority") intends to appoint a consultancy firm to provide assistance to various departments for processes improvements, monitoring and evaluations, documenting case studies, sustainable practices, viable projects, technology, revenue enhancement, economic assessment, technical reviews, program/scheme development, implementation support etc. The objective shall be to support the Authority by providing relevant capacities for effective execution of specific tasks on priority areas, programs, and projects.

GNIDA is the nodal body responsible for planning, development and management of the Greater Noida city in Gautam Budh Nagar district. With the endeavour to improve its capacity to deliver citizen services, GNIDA intends to hire an agency as an advisor to support the Authority in its functions, whenever necessary. The support may be in any of the areas outlined further in the document.

GNIDA will select the advisor on the basis of evaluation criteria mentioned in this RFP. The terms and conditions have been detailed in the following sections. The document can be purchased from the office of GNIDA on payment of document cost of INR 1,000. The applicants must also submit the bid processing fee of INR 5,000 along with their proposal in the form of a DD. All DDs have to be in favor of "Greater Noida Industrial Development Authority" payable at Greater Noida/ Noida/ New Delhi.

Key dates for this procurement are as below:

- Issue of bid documents shall start from 20-August-2015
- Last date of submission of proposals: 1530 hrs on 21-September-2015
- Date of opening of technical bid: 1600 hrs on 21-September-2015
- Date of opening of financial bid: to be communicated later

GNIDA reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

The contact person is

Additional Chief Executive Officer
Greater Noida Industrial Development Authority (GNIDA)
169, Chitvan Estate, Sector Gamma II, Greater Noida
District Gautam Budh Nagar - 201308
Uttar Pradesh
Section II: Scope of Work (SoW)

As per the census 2011, population of Greater Noida in 2011 was 107,676 and it is situated in the Gautam Budh Nagar district of the northern Indian state of Uttar Pradesh. One of the few planned cities in the country, it is spread over an area of 38,000 ha comprising of 124 villages; it comes under the purview of the National Capital Region (NCR) of India.

The Advisor is expected to support the Authority in various stages of planning, development and management of the GNIDA region and are thus expected to have skills and experience in wide range of functions/services/subjects across the development lifecycle and use their expertise to deploy an efficient high quality team capable of delivering on specific tasks for priority areas, programs, and ambitious/innovative projects identified by GNIDA on schedule and within the financial terms agreed through this RFP process.

The Applicants should have desired capacities and capabilities to undertake variety of projects that will require multiple skills and understanding. At present the Advisor will deploy resources as detailed in this section under 'Team'. However, in some Special Projects, the shortlisted Advisor will be issued separate work orders, as per the requirements of the Authority, and the compensation shall be agreed as per the mechanism explained further under 'Payment schedules, timelines and deliverables'. The Special Projects to be undertaken in Greater Noida shall be identified by the Authority, and if the Authority feels the need for expert services to further define and fine tune the specific task, it shall ask the advisor to work on the same.

The Advisor shall be appointed for a period of two (2) years, with the provision for extension for similar term based on the satisfactory performance during the pursuing years and requirements in the following years.

The qualification of the Applicants under this RFP has been described in later sections. The list of tasks, activities and interventions shall be dynamic and shall be taken up by GNIDA on need basis and as per the policies of the local/State government.

An indicative nature of tasks and broad scope that the advisor will be entrusted for different requirements may include the following:

I. Visioning, blueprinting for specific sector/s, initiative/s and/or planning:
   a. Review of the vision for leading cities/regions across the globe – both brownfield and greenfield
   b. Review of the trends in Indian cities/region
   c. Identify the key contours that are defining cities globally – e.g. sustainable, environment friendly, citizen centric, economic-led-development and the actions through which the cities are able to achieve it
   d. Stakeholder consultation/s to identify the priorities and perspectives
   e. Define the vision for development
   f. Industry consultation to validate the vision and seek feedback
   g. Continuous fact based alterations
   h. Innovative ideas and solutions
   i. Prepare guidelines to define the key principles for the sector, initiative, or the region

II. Operations planning and capacity enhancement
   a. Defining workflows
b. Focus areas wise (or department wise) capacity building and handholding in operations and functions

c. Enable implementations

III. Cost optimisation and revenue enhancement

a. Identifying areas of cost optimisation as part of regular operations
b. Suggestions on revenue enhancement
c. Handholding for such identified areas of improvements and enable implementations

IV. Concurrent review and evaluation of business and operational needs for the city in form of following considerations: physical, socio-cultural, economic, financial, technological, environmental among others

a. Identify problem areas and accordingly suggest specific interventions/considerations
b. Review and monitor the works undertaken by other stakeholders/consultants

V. Develop concepts for the identified or specific considerations/interventions, by undertaking study of leading practices and stakeholder consultations/interactions. Prepare notes/documents on specific interventions/considerations highlighting:

a. the expected outcomes
b. benefits
c. work flows/ processes
d. stakeholders and implementation mechanism

VI. Strategic planning

a. business plans, road-maps, implementation plan
b. financial assessment, budgeting
c. strategy for development
d. project structuring

VII. Knowledge functions, leading practices and policy works

a. Undertake industry/market assessment for similar considerations/interventions to identify leading practices
b. study tours both nationally and internationally
c. support on development of schemes/policy frameworks

VIII. Promote the city, region, select projects, sectors, etc. on need basis

IX. Many of these processes would involve GNIDA to work closely with professional/ technical experts. The advisor shall identify, onboard, manage and integrate all other specialist consultants/service providers to deliver the specific task/activity and handhold the Authority to undertake the process/specific activity.

X. Assist to effectively plan and professionally manage various kinds of fairs, festivals, shows and events, important days (for administrative purposes) among others

a. Liaison with key stakeholders
b. Provide inputs to plan the event/s

c. Evaluate need of an expert/agency and arrange for on boarding

d. Manage and direct the work

XII. Identify Financial Institutions/GOI Schemes etc. to financially support the specific interventions, project funding, execution and project implementation

XIII. Support in creation of institutional set-ups for key initiatives

a. Undertaking background work for the institutional mechanism and suitable model or institution set-up

b. Undertake the documentary and other process to handhold the Authority in setting up the system or model

XIII. Monitoring and Evaluation — Capital program advisory on large infrastructure works (considerations/interventions) and large transformation projects of the Authority

a. Support in the development of a reporting processes and formats which delivers timely and reliable status reports to enable decision making

b. Periodic reports containing key indicators of project/program progress and performance comparing actual data to planned and budgeted work/program components

c. Preparation of time and cost variance reports and timely reporting to management/departments on cost escalations/overruns due to any reasons

d. Mid-term course corrections and measures

e. Dash boarding (as a separate service)

The above scope of work is tentative and will differ on project to project basis. The details shall be discussed and agreed at the time of start of specific tasks wherein the advisor shall review the work, agree exact requirements with the Authority, accordingly propose a manpower plan and time schedule to undertake the task.

Team

The Advisors will have minimum one dedicated resource with supervision of a Senior person to service the requirements at the Authority. The dedicated resource will be working full time at the Authority and it is important that the Senior is locally available so as to allow him/her to be present for discussions/meetings at a short notice.

The qualification criteria for the proposed team members are as follows:

- Junior — relevant qualification with minimum 2 years of experience
- Senior - relevant qualification with minimum 10 years of experience

For Special Projects, diversified teams with relevant experience would be required for execution of various works over the project period. The specific technical qualifications as required would be provided to the Advisor by GNIDA along with the project scope on time-to-time basis. Each project may require a different team with varied skillsets.
An indicative list of skill sets that may be required are provided as follows:

- Project management, preferably with PMP certification
- IT and MIS
- Planning and architecture
- Environmental management
- Economics
- CA/ CFA
- Civil engineering
- Social welfare
- Capacity building
- Process reengineering/risk management
- Business planning and feasibility
- Project structuring and transaction
- Public finance
- Skill development
- Experience in certain sectors like tourism, water supply and sanitation, disaster management, climate change, governance reforms, livelihood development, education, healthcare etc.

Applicants have to provide brief profile of the personnel to showcase their competency to provide team members with each type of skillset as and when required. The team on special projects shall be engaged on mutual agreement basis and before deployment shall be discussed with the Authority.

Payment schedule, deliverables and timelines

The overall period of the engagement of the Advisor shall be two (2) years from the date of signing the contract, with the provision for extension based on the satisfactory performance during the pursuing years and requirements in the following years. The Advisor is expected to support the Authority in various projects of planning, development and management in GNIDA region.

In response to the RFP, Applicants shall provide financial quote in the form of person-month rate. The quoted rate shall be applicable for Year-1 of the contract period. Service tax and TDS as per applicable rates shall be paid by the Authority. The person-month rate, i.e., the financial quote, shall increase at a rate of 15 per cent on annual basis during the contract period. The Advisor will have minimum 1 (one) dedicated resource with supervision of a senior person to service the current requirements at the Authority. The dedicated resource will be working full time at the Authority and it is important that the senior is locally available so as to allow him/her to be present for discussions/meetings at a short notice. The Applicants, while providing the financial quote shall factor in all costs for running an office from GNIDA like laptop, printers, regular travel, software, technical expertise etc. Unless otherwise specified, the Advisor shall be paid on a quarterly basis, in accordance with the total payment agreed during the start of any project.

For Special Projects, the Authority may request for addition resources including specific technical skill sets to be deployed. In such cases the Advisor shall review the task/project on case-to-case basis and agree upon specific manpower plan (resource month/s) and timeline for executing the special work/project. The total payment for that special project shall be determined according to the agreed manpower plan (manpower or resource months X resource month rate) and thereupon the respective project work-orders will be issued. The projects shall be identified by different departments in the Authority such as Industries, Planning, Transport, Marketing, Housing and Urban Services, etc.
Technical capability

Eligibility criteria

The Applicants should meet all the criteria provided below:

a) The Applicants should have at least ten (10) years of experience in providing consultancy services in India, especially to government entities/departments.

b) The Applicants should have an average annual turnover of minimum INR 100 crore during the last five (5) years in India.

c) The Applicants should have an office in Gautam Budh Nagar District, Uttar Pradesh.

Evaluation criteria

An agency/advisor will be selected under the Quality cum Cost Based System (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP.

Technical evaluation

The evaluation of technical proposals shall be based on following parameters:

<table>
<thead>
<tr>
<th>#</th>
<th>Criteria</th>
<th>Score</th>
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<tbody>
<tr>
<td>1</td>
<td>Financial Capability</td>
<td></td>
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<td></td>
<td>Annual average turnover for the last three years (audited financial statements to be submitted):</td>
<td></td>
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<tr>
<td></td>
<td>• 100-500 crore</td>
<td>3</td>
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<td></td>
<td>• 500-1000 crore</td>
<td>6</td>
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<td></td>
<td>• &gt;1000 crore</td>
<td>10</td>
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<tr>
<td>2</td>
<td>Technical Capability</td>
<td>45</td>
</tr>
</tbody>
</table>

Relevant experience of the firm in providing consultancy services in the below indicated sectors

Each experience (in a sector) shall have one (1) mark

Each sector will have three (3) marks

Thus marking shall be as below:

15 sectors x 3 project experiences = 45 marks

National/International project experiences should be provided with details as specified in the data-format in annexures

The sectors in which the applicants should demonstrate experience are as below:

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<thead>
<tr>
<th>S no</th>
<th>Experience</th>
<th>Maximum Marks</th>
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<tbody>
<tr>
<td>1</td>
<td>Infrastructure</td>
<td>3</td>
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<tr>
<td>2</td>
<td>Industrial development</td>
<td>3</td>
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<td>3</td>
<td>City development</td>
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<td>4</td>
<td>Tourism</td>
<td>3</td>
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<tr>
<td>5</td>
<td>Skill development/ Capacity building</td>
<td>3</td>
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<tr>
<td>6</td>
<td>Sanitation and healthcare</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>Education</td>
<td>3</td>
</tr>
</tbody>
</table>

1. Incase Audited statements for FY2014-15 are not available, provisional financial statements can be provided.
Financial evaluation

The financial proposals of only technically shortlisted applicants will be opened and ranked. Their total evaluated cost, determined by the criteria and total score, will have a weightage of 70%. The financial proposals will be allotted a weightage of 30%.

The proposal with the lowest cost will receive a financial score of 100, while others will receive scores inversely proportional to their prices. The total score will be obtained by weighting the quality and cost scores and adding them up.

On the basis of combined weighted score for quality and cost, the applicants will be ranked. The proposal obtaining the highest total combined score will be ranked as H1, followed by the second, third, etc. The firm securing the highest combined marks (H1) will be considered for award of the contract.

Total Score = (Technical Score x 0.70 + Financial Score x 0.30)

Evaluations will be based on documentary evidence submitted by the applicants and presentation before the Selection Committee of GNIDA with respect to evaluation/selection criteria.
Section III: Instructions to Applicants

A. General conditions

1. Number of proposals and respondents

1.1. No applicant shall submit more than one (1) proposal, in response to this RFP.

1.2. The RFP is nontransferable and proposals shall be submitted only by the respective applicants to whom the RFP has been issued by GNIDA.

1.3. No consortium or sub-contracting is allowed under this RFP.

2. Proposal preparation cost

2.1. The applicants shall bear all costs associated with the preparation and submission of the proposal. GNIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal/process.

2.2. All papers submitted with the proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the proposals

3.1. Notwithstanding anything contained in this RFP, GNIDA 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.

3.2. GNIDA reserves the right to reject any proposal if:

3.2.1. At any time, a material misrepresentation is made or discovered, or

3.2.2. The applicant/s does not respond promptly and diligently to requests for supplemental information required for the evaluation of proposals, or

3.2.3. The applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible applicant/s, may modify the RFP by issuance of an addendum. The addendum will be sent in writing to all applicant/s to whom the RFP has been supplied/sold.

4.2. In order to provide the applicants a reasonable time to examine the addendum, or for any other reason, GNIDA may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

5.1. It is desirable that the applicants submit their proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

5.2. It would be deemed that by submitting the proposal, the applicant has:

5.2.1. Made a complete and careful examination and accepted the RFP in totality;

5.2.2. Received all relevant information requested from GNIDA and:

5.2.3. Made a complete and careful examination of the various aspects of the SOW.

5.3. GNIDA shall not be liable for any mistake or error on the part of the applicant in respect of the above.
B. Preparation and submission of proposals

6. Language and currency

6.1. The proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the applicants 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.

6.2. The currency for the purpose of the proposal shall be the Indian National Rupee (INR).

7. Proposal validity period and extension

7.1. Proposals shall remain valid for a period of one (1) year from the Proposal Due Date ("Proposal Validity Period") and GNIDA may solicit the applicants consent for extension of the period of validity, if required. GNIDA reserves the right to reject any proposal, which does not meet this requirement.

7.2. In exceptional circumstances, prior to expiry of the original proposal validity period, GNIDA may request applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their proposal at the expiry of validity period.

8. Format and signing of proposals

8.1. The Applicants need to submit their technical and financial proposals in prescribed formats (Section V).

8.2. The proposals shall be typed or printed and the applicants shall initial each page. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialed by the person(s) signing the proposal.

8.3. Applicants should provide all the information as per the RFP and in the specified formats. GNIDA reserves the right to reject any proposal that is not in the specified formats.

8.4. In case the Applicants 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 enclosed sheets.

9. Sealing and marking of proposals

9.1. The technical and financial proposal shall be sealed in two separate envelops labeled technical proposal and financial proposal respectively and both envelopes should be placed in one single outer envelope clearly bearing the following identification: "RFP for selection of Strategy and Implementation Advisory" and shall be addressed to:

Additional Chief Executive Officer (ACEO)
Greater Noida Industrial Development Authority (GNIDA)
169, Chitvan Estate, Sector Gamma II, Greater Noida
District Gautam Budh Nagar - 201308
Uttar Pradesh

9.2. The envelope shall indicate the name, address and contact number of the applicant.

9.3. If the envelopes are not sealed and marked as instructed above, the proposal may be deemed to be non-responsive and would be liable for rejection.
10. Proposal due date
10.1. Proposals should be submitted at or before 1530hrs IST on 21-September-2015, to the address provided in Clause 9.1 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.

10.2. GNIDA may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 4, uniformly for all Applicants.

11. Late proposal
11.1. Any proposal received by GNIDA after 1530hrs IST on 21-September-2015 will not be accepted.

12. Modifications/ Substitution/ Withdrawal of proposals
12.1. Applicants will not be allowed to modify, substitute or withdraw their proposals once submitted to the GNIDA.

13. Selection of the Advisor
13.1. From the time the proposals are opened to the time the contract is awarded, if any applicant wishes to contact the Authority, on any matter related to their proposal it should do so in writing. Any effort by the applicants to influence any officer or bearer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the applicant's proposal.

C. Proposal opening
14. Opening of proposals
14.1. GNIDA would open the proposals as per the schedule provided in Section I of this RFP.
14.2. GNIDA would subsequently examine proposals in accordance with the evaluation criteria set out in this RFP.

15. Confidentiality
15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed advisor shall not be disclosed to any person not officially concerned with the process.

15.2. 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 applicants or their representatives, if any. Any effort by an applicant 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 applicant.

16. Tests of responsiveness
16.1. Prior to evaluation of the proposals, GNIDA will determine whether each proposal is responsive to the requirements of the RFP. The proposals shall be considered responsive if:

16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.

16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.

16.1.3. It contains all information as desired in this RFP.

16.1.4. Information is provided as per the formats specified in the RFP.

16.1.5. It mentions the validity period as set out in Clause 7.
16.1.6. Bids are accompanied with non-refundable bid processing fee of INR 5,000 in the form of Demand Draft drawn in favor of Greater Noida Industrial Development Authority payable at Greater Noida/ Noida/ New Delhi.

16.1.7. The selected applicant shall furnish a Performance Guarantee at the time of contract signing amounting to INR 5,00,000 (Five lakh only) in form of Bank Guarantee (BG), which should be valid for two (2) years. The BG shall be returned or extended after the expiry of the project period (2 years) as the case may be. The BG can be from any Nationalised or Scheduled bank.

16.2. GNIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by GNIDA in respect of such proposal.

17. Clarifications sought by GNIDA

17.1. To assist in the process of evaluation of proposals, GNIDA may, at its sole discretion, ask any applicant 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.

18. Proposal evaluation

18.1. Submissions from applicants would first be checked for responsiveness as set out in Clause 16. All proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.

18.2. The envelopes containing the Technical Proposal of the applicant/s who do not meet the Technical Criteria shall not be considered for further process.

19. Notifications

19.1. GNIDA will notify the successful applicant by letter.
Section IV: General Conditions (GC) of Contract


1.1 Definitions

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

a) "Advisor" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.

b) "Contract" means the Contract signed by the Parties and all the attached documents, if any.

c) "Government" means the Government of the Client's country/state.

d) "Party" means the Client or the Advisor, as the case may be, and "Parties" means both of them.

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

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

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

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

1.6 Taxes and Duties

Service Tax and TDS shall be paid by the Authority separately on the professional fee agreed as part of this Contract.

1.7 Fraud and Corruption

1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

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

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

c) "collusive practices" means a scheme or arrangement between two or more applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.
d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.7.2 Measures to be taken

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

The Client will sanction the Advisor, including declaring the Advisor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Advisor 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 Advisor 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 Advisor hereunder. The preceding limitation shall not apply to liability arising as a result of the Advisor's fraud or wilful misconduct in performance of the services hereunder.

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. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Advisor 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 Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the 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 Advisor, and sixty (60) days' in the case of the event referred to in (e).

a) If the Advisor 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 Advisor becomes insolvent or bankrupt.

c) If the Advisor, 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 Advisor 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 Advisor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2 By the Advisor

The Advisor 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 Advisor 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 Advisor that such payment is overdue.

b) If, as the result of Force Majeure, the Advisor 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 7 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 Advisor:
a) payment pursuant to GC Clause 5 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.

3. Obligations of the Advisor

3.1 Standard of Performance

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

Except with the prior written consent of the Client, the Advisor 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 Advisor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3 Documents Prepared by the Advisor to be the Property of the Client

a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Advisor under this Contract shall become and remain the property of the Client, and the Advisor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

b) The Advisor may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the Contract.

3.4 Accounting, Inspection and Auditing

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

4. Obligations of the Client

4.1 Assistance and Exemptions

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

4.2 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 Advisor under this Contract shall be increased or decreased accordingly under this Contract.
4.3 Services and Facilities

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

5. Payments to the Advisor

5.1 Professional fee and Payments

The total payment due to the Advisor shall be governed by individual project/s work-order/s, which shall be determined by the effort requirements (man-months or resource months) and the Contract Price (as determined by the financial quote in the RFP stage). The Contract Price (resource-month rate) shall increase at a predetermined rate of fifteen (15) per cent per annum. Reimbursable expenses shall be for expenses which relate to travel outside NCR (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.

5.2 Terms and Conditions of Payment

Payments will be made to the account of the Advisor and according to the payment schedule stated in the Contract. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Advisor’s income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Good Faith and Indemnity

6.1 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.

6.2 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

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

7.2 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.

7.3 Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.
Section V: Proforma for Submission

Form – T1: LETTER OF PROPOSAL SUBMISSION

[Date]

Additional Chief Executive Officer (ACEO)
Greater Noida Industrial Development Authority (GNIDA)
169, Chitvan Estate, Sector Gamma II, Greater Noida
District Gautam Budh Nagar - 201308
Uttar Pradesh

Subject: RFP for selection of Strategy and Implementation Advisor to the Greater Noida Industrial Development Authority (GNIDA)

Dear Sir,

We, the undersigned, offer to provide the consulting assignment for GNIDA in accordance with your RFP document dated [Insert Date] and our Proposal. We are hereby submitting our Technical Proposal and Financial Proposal in two separate sealed envelopes. We confirm that we have read the RFP document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

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

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name and address of Firm:
### Form – T2

**APPLICANT’s EXPERIENCE – PROJECT DESCRIPTION SHEET**

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Duration of assignment (months):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Location within country:</td>
</tr>
<tr>
<td>Name and address of Client:</td>
<td>Amount of consulting fee received by your firm (INR):</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>Completion date (month/year):</td>
</tr>
<tr>
<td>Name of associated Consultants, if any:</td>
<td>Name of senior professional staff of your firm involved (indicate most significant profiles such as Project Director/Coordinator, Team Leader and their names):</td>
</tr>
</tbody>
</table>

**Narrative description of Project:**

**Description of actual services provided by your staff within the assignment:**

**Firm’s Name:**

*Note: GNIDA may seek documentary evidences of any project shown in Form T2 which may be in form of completion certificates, recommendation letters from client or any other format that GNIDA decides.*
Form – F1

[Date]

Additional Chief Executive Officer (ACEO)
Greater Noida Industrial Development Authority (GNIDA)
169, Chitvan Estate, Sector Gamma II, Greater Noida
District Gautam Budh Nagar - 201308
Uttar Pradesh

Subject: Financial proposal

Reference: RFP for selection of Strategy and Implementation Advisor to the Greater Noida Industrial Development Authority (GNIDA)

Dear Sir,

We have read and examined the RFP document complete with the Scope of Work, Instructions to Applicants and General Conditions of Contract.

We hereby quote for GNIDA of the consultancy specified in the RFP at a person-month rate of INR______ (IN WORDS).

The financial proposal submitted is unconditional and fulfills all the requirements of the RFP document. Provisions for the taxes (service tax, TDS, etc.) and reimbursable expenses shall be as per the terms stated in the RFP document.

Our financial proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand you are not bound to accept any proposal you receive.

________________________
Signature and Name of the Authorised Person

________________________
NAME OF THE APPLICANT AND SEAL