



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

Request for Proposal

for

Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges at three locations in Greater Noida

Issued by:

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park IV,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201308



Disclaimer

This Request for Proposal (RFP) document for Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges at three locations in Greater Noida (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

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

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

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



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1 Data Sheet

1	Name of the Bid	Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges at three locations in Greater Noida
2	Time-period of contract	Project construction Period: 9 months (from the signing of contract) Maintenance Period (post-construction): 15 years Approx. Construction cost (all three locations): 4.88 Cr.
3	Method of selection	Highest Cost Basis (H1)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 6,770 including GST (INR Eleven Thousand Eight Hundred Only incl. GST) For payment portal: Online
5	Earnest Money Deposit (EMD)	Refundable amount of INR 9,70,000 (INR Nine lakh Seventy Thousand Only) For payment: Online
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	GM (Project) Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91 120 2336011 Email: Website: www.greaternoidaauthority.in
8	Proposal Validity Period	180 days from Proposal Due Date
9	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	01.09.2021
	Last date of receiving queries	05.09.2021 by 5:00 pm
	Pre-bid conference	06.09.2021 at 1:00 pm
	Zoom Meeting ID	813 0262 2710
	Passcode	123456
	Proposal Due Date (PDD)/ Bid End Date	14.09.2021 at 5:00 pm
	Bid Start Date	01.09.2021
	Opening of Technical Bids	16.09.2021 at 11:00 am
	Opening of Financial Bid	To be communicated
Issuance of Letter of Award (LOA)	To be communicated	
Signing of Agreement	To be communicated	
10	Consortium to be allowed	Yes
11	Sub-contracting is allowed	No



2 Instructions to Bidders

General instructions

Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

Proposal preparation cost

5. 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.
6. 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.
7. All papers submitted with the Proposal are neither returnable nor claimable.

Right to accept and reject any or all the Proposals

8. 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.
9. 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.

Clarifications

10. 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.
11. "Revenue" shall mean income received by the Licensee from renting advertising space on the FOB. "Net revenue" shall mean gross revenue less applicable taxes (GST and other applicable taxes).



12. 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 Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges at three locations in Greater Noida.”

13. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
14. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this tender shall be construed as obliging the Client to respond to any question or to provide any clarification.

Amendment of the RFP

15. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <https://www.greaternoidaauthority.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
16. 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.

Data identification and collection

17. 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.
18. 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.
19. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

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

Language and currency

20. 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.



21. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

Proposal validity period and extension

22. 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.
23. 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 be deemed to have withdrawn their Proposal at the expiry of validity period.

Format and signing of Proposals

24. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
25. 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.
26. In case the Bidders intend 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.

Submission of e-bid/Proposal

27. 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.
28. 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.

Deadline for submission

29. 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.

Late submission

30. 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.

Withdrawal and resubmission of Proposal

31. 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.

32. 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.
33. 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.
34. 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.
35. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

Verification and Disqualification

36. 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.
37. 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.
38. 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.

Selection of the Bidder

39. 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.



Proposal opening

40. 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.
41. 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.
42. 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.

Confidentiality

43. 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.
44. 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.

Tests of responsiveness

45. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
 - v. Power of Attorney for Lead Member of Consortium, if applicable
46. 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.

Clarifications sought by Authority

47. 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.



Proposal evaluation

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

Earnest Money Deposit

50. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
51. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
52. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
53. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.
54. 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.

Award Criteria

55. 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.
56. 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.

Notification of Award

57. 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.
58. The notification of award will constitute the formation of the contract.

Performance Security

59. 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 Cash / FDR drawn on any Scheduled or Nationalized Bank in favor of GNIDA valid for six months after completion of the Project.
60. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.



3 Terms of reference

Greater Noida is a greenfield, modern, integrated city, located about 35 km from the National Capital, Delhi. The Master Plan of this city envisages a population of around 1.2 million by the year 2021. The Greater Noida Industrial Development Authority (GNIDA) is the nodal authority responsible for development and administration of the city.

The integrated township is shaping up as India's smartest city, the National Capital Region's most modern urban development centre and its fastest developing center of attraction. It has emerged as a modern model of far-sighted town planning.

Greater Noida is being developed as Metro centre providing for quality urban environment, to attract economic activities and population to decongest Delhi. Set-up in January 1991 under the UP Industrial Area Development Act 1976 provided the basic enabling framework for developing an efficient and integrated city. Planning for people is of foremost importance for GNIDA. To attain levels of safe and happy city, public spaces play a major role in bring together the public of Greater Noida with social forces.

Greater Noida is desirous of awarding the "Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges (FOBs) at three (3) locations at Surajpur Kasma Road – In front of Kailash Hospital, Surajpur Kasma Road – In front of Gamma Shopping Complex & near Apeejay International School & Surajpur Kasma Road – In front of Collectorate Office, Videocon D2h & Metaflex Door India Pvt. in Greater Noida" ('the Project') on license fee basis, for a period of 15 years. Greater Noida will select the preferred Tenderer/ developer on the basis of evaluation criteria mentioned in the later section of this Tender Document.

Firms are invited to submit their offers in two (2) parts. Part- I will contain "Technical Submissions" and Part- II will contain the "Financial Quote" for construction, development, operation and maintenance of foot over bridge.

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

Scope of services

The Scope of Work would include construction and completion of various elements of FOB:

- Construction of FOB as per the design and specification provided by Greater Noida.
- Developer may propose his design/drawing of Foot Over Bridges which shall be superior in nature than the GNIDA supplied design drawings. In such case developer may provide design drawings which shall be submitted to GNIDA for approval followed by submitting it to IIT for vetting the design.
- Providing and fixing of glowing/illuminated display boards installed on elevation of FOB as per the drawing.
- Operation & maintenance of the access points, staircase, FOB, elevators, display boards etc. for the license period.
- Provide Greater Noida with information as and when asked for.
- Install advertising panels on the FOB as allowed by GNIDA. Developer may submit proper plan of Advt. scheme/plan to GNIDA and seek GNIDA approval before installing the Advertisement panels.
- Earn revenue from the advertisements on the display boards. The developer must comply with Technical Parameters of Greater Noida Outdoor Advertising Policy, 2009/ Supreme Court decision or any other prevailing applicable policy.
- Maintain the FOB in proper condition throughout the project period and handover the FOB to GNIDA at the end of the project period in good condition with working condition elevators.

Any increase or decrease in project cost at the time of execution of actual work be made in shall be the responsibility of the Licensee. No adjustment shall be allowed on License Fee to be paid to GNIDA by Licensee due to variation in Project Cost.



Project Details

S.No.	Description	Norms applicable
1.	License period	15 Years (post construction period)
2.	Construction period	9 months (from the date of signing of contract)
3.	Locations of foot over bridge	Surajpur Kasna Road – In front of Kailash Hospital, Surajpur Kasna Road – In front of Gamma Shopping Complex & near Apeejay International School Surajpur Kasna Road – In front of Collectorate Office, Videocon D2h & Metaflex Door India Pvt.
4.	Broad Project Details	
A)	Length	FOB at Kailash Hospital Approx. 37 mt FOB at Apeejay International School Approx. 38 mt FOB at Collectorate Office Approx. 48.5 mt
B)	Estimated Project cost	FOB at Kailash Hospital Approx. Rs. 1.54 Crores FOB at Apeejay International School Approx. Rs. 1.62 Crores FOB at Collectorate Office Approx. Rs. 1.72 Crores Total Approx. Rs. 4.88 Crores
C)	Staircase	2 nos. at each FOB
D)	Elevators	2 nos. at each FOB
5.	Advertisement space details	
A)	Area of Advt. Space at each FOB location	FOB at Kailash Hospital Across the road = Approx. 190 SqM On Lift Wall = Approx. 40 SqM Sub Total = Approx. 230 SqM FOB at Apeejay International School Across the road = Approx. 200 SqM On Lift Wall = Approx. 40 SqM Sub Total = Approx. 240 SqM FOB at Collectorate Office Across the road = Approx. 250 SqM On Lift Wall = Approx. 40 SqM Sub Total = Approx. 290SqM



S.No.	Description	Norms applicable
B)	Max. Height of Panel across the road	3.0 m
C)	Total advertisement space available	Approx. 760 Sq.m.
6.	Design and technical specifications	Min. Walkway Width = 3.0 m Min. Staircase Width = 2.0 m Min. Vertical Clearance at road = 6.0 m Min. 8 passenger Lift (2 Nos.) at each location Stainless Steel Railing (Grade 304) at Walkway/Staircase Other information as per Design Drawings and Technical information provided by GNIDA
7.	Model design	To be provided by GNIDA



4 Eligibility and Evaluation criteria

Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned in Table 1.

Table 1: Eligibility Conditions

#	Eligibility Conditions	Documentary proof to be submitted
1	Sole proprietorship, registered partnership firm, public limited company, private limited company or Consortium of any of the above can submit the Tender. The firms and companies should be registered in India. The term 'Tenderer' used hereinafter would therefore apply to both a single Tenderer and/ or the Consortium	
2	The Tenderer/ consortium shall have in last seven years' experience in undertaking at least two similar works of construction, development and operation and maintenance of FOB on BOT basis with escalator/elevator which is presently operational with govt agency in India.	Work order/ copy of few pages of the contract agreement/letter of award and any one of the following: 1. Client certificate specifying similar experience or 2. Completion certificate or 3. self- declaration along with proof of completion
3	The tenderer/ consortium shall have in last seven years' experience as out-of-home media company in managing outdoor advertising spaces in bus shelters, metro rails, flyovers, billboards, FOBs, street furniture's etc.	Work order/ copy of few pages of the contract agreement/letter of award and any one of the following: 1. Client certificate specifying similar experience or 2. Completion certificate or 3. self- declaration along with proof of completion
4	Bidder (or lead member of consortium) should have net worth of at least INR 2 crore during last completed financial year and average annual turnover of at least INR 5 crore in three consecutive years out of last four assessment years	Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditor
5	Bidder (or lead member of consortium) should furnish solvency certificate of at least INR 1.6 crores from a bank in India (authorize to do so). Note: Should not be more than 6 months old from the last date of Bid submission.	Solvency Certificate from a Nationalized or Scheduled Bank
6	Tenderer/ all the consortium members should not have any pending litigation & non-performing contracts during last 5 years	Undertaking as per FORM 5



#	Eligibility Conditions	Documentary proof to be submitted
7	Tenderer/ consortium members which has been barred by Government of India/ any State Government/ Government agency, Supreme Court and the bar subsists as on date of Tender submission, would not be eligible to submit a Tender either individually or as a member of a consortium	Undertaking as per FORM 6

Only Eligible Bidders will be taken up for Financial Evaluation.

Evaluation

The Bidder shall be selected under the Highest Cost Basis (H1) with procedures described in this RFP.

1. Financial Tender will be evaluated on the basis of the License Fee quoted by the Tenderers.
2. The License fee shall be subject to a Minimum Reserve Price. **A Minimum Reserve Price of INR 400 per Sq. Mt per month shall be the upset value of Annual License Fee**, which Tenderer shall take into consideration while submitting their Financial Tender.
3. Any Financial Tender quoting Annual License fee lesser than the Minimum Reserve Price specified in this clause shall be rejected.
4. The License fee quoted shall be the License fee for Year 1 which shall be subsequently for each consecutive year is subject to an escalation of 5% (five percent).
5. The Qualified Tenderer quoting the highest License Fee shall be declared as the Selected Tenderer.



Annexure A: Standard Forms

APPENDIX 1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

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

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

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

We undertake, if our Proposal is accepted, to initiate the Consultancy for preparation of Master Plan 2041 for Greater Noida 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: _____



APPENDIX 2A: Annual Turnover, Net Worth and Profitability Statement

This is to certify that the annual turnover, net worth of M/s having registered office at for last three years is as below:

#	Financial Year	Turnover (INR Crores)	Net worth (INR Crores)
1.			
2.			
3.			
4.			

Note: Attach audited financial statements as proof of the above figures. The consultant shall, as per their published balance sheet, provide 3 consecutive balance sheets for the last 4 years.

Authorised Signatory

(Name & Designation of Authorised Signatory)

Signature & Seal of Chartered Accountant:

Date:



APPENDIX 2B: Solvency Certificate

To,

General Manager (Projects)

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park 4, Greater Noida

District Gautam Budh Nagar - 201308

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information M/s.
..... having a registered office at
....., a customer of our Bank is respectable and
can be treated solvent up to a limit of INR (Rupees), as
disclosed by the information and record which are made available to the Bank.

It is clarified that this information is furnished without any risk and responsibility on our part, or any of its officials
in any respect whatsoever more particularly as a Guarantor or otherwise.

Signature & Seal of the Bank:

Date:

Note: This certificate is to be submitted on the banker's letterhead

Authorised Signatory
(Name & Designation of Authorised Signatory)



APPENDIX 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in Rs. crore)
1			
2			
3			
4			
5			
6			
7			
8			

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



APPENDIX 3B: Eligible Project Details

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



APPENDIX 4: Project Undertaking

Date:

To

General Manager (Projects)

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park 4, Greater Noida

District Gautam Budh Nagar - 201308

Sub: Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges (FOBs) at three (3) locations at Surajpur Kasna Road – In front of Kailash Hospital, Surajpur Kasna Road – In front of Gamma Shopping Complex & near Apeejay International School & Surajpur Kasna Road – In front of Collectorate Office, Videocon D2h & Metaflex Door India Pvt. in Greater Noida

We have read and understood the Tender Document in respect of the captioned Project provided to us by GNIDA.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Tender we hereby represent and confirm that our Tender is unqualified and unconditional in all respects and we agree to the terms of the Project as per the Tender Document.

We are not barred by GNIDA, Govt. of Uttar Pradesh or any other State Government or Government of India Agency from participating in construction or other similar format projects.

Dated this day of 2021.

Name of the Tenderer

Signature of the Authorised Person

Name of the Authorised Person

Note: To be signed by the Tenderer/ lead member in case of a Consortium



APPENDIX 5: Declaration

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

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

(To be printed on Letter Head)

Sir/Madam,

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

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:



APPENDIX 6: Declaration

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

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

(To be printed on Letter Head)

Sir/Madam,

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

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:



APPENDIX 7: Financial Proposal

[Date]

To
General Manager (Projects)
Greater Noida Industrial Development Authority
Plot No. 1, Knowledge Park 4, Greater Noida
District Gautam Budh Nagar – 201308

Sub: Financial Tender for Construction, Development, Operation & Maintenance (for a license period of 15 years) of Foot Over Bridges (FOBs) at three (3) locations at Surajpur Kasna Road – In front of Kailash Hospital, Surajpur Kasna Road – In front of Gamma Shopping Complex & near Apeejay International School & Surajpur Kasna Road – In front of Collectorate Office, Videocon D2h & Metaflex Door India Pvt. in Greater Noida

Contract No.: GM(Planning)/2021/

Dated

Dear Sir,

We refer to the Tender Document issued by GNIDA for the captioned Project. Our financial Tender for the same is as follows:

Total License Fee Rate per month per Sq Mt payable to GNIDA. Minimum Rs. 400/- per Sq M per month (A)	No of Months (B)	Advertisement Area per Sq Mt (C)	Total License Fee .(AxBxC) Rs. in Figure	Total License Fee(AxBxC) Rs. in Words
<i>Please fill</i>	12	760 Sq M	(A*B*C). Final Bid Value in Figure	(A*B*C). Final Bid Value in words

We have completely read and understood the Tender Document. The Financial Tender submitted is unconditional and fulfills all the requirements of the Tender Document. This quote shall be escalated at rate of 5% per annum from second year onwards on compounded basis.

Name of the Tenderer

Signature of the Authorised Person

Name of the Authorized Person

NOTE: TO BE SIGNED BY THE LEAD MEMBER(S) IN CASE OF A CONSORTIUM.



APPENDIX 8: Format for Memorandum of Understanding (MOU)

(On Non-judicial stamp paper of Rs 100/- or such appropriate document duly attested by notary public)

This Memorandum of Understanding (MOU) executed on this ____ day of _____ 2021 at _____ Between _____ (hereinafter referred as "_____") and having office at _____, India of the first part

2.1 And

_____ (hereinafter referred as "_____") and having office at _____, India of the second part

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Greater Noida Industrial Development Authority (constituted under the provisions of Uttar Pradesh Industrial Area Development Act, 1976 hereinafter referred to as GNIDA), has invited Tender Document from entities interested in [insert name of project] Project.

AND WHEREAS the above Parties have discussed the formation of a Consortium for Tendering of the said Project and an understanding have been made among the parties on the following terms and conditions with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

- That the Parties will form a Consortium with the shareholding commitments expressly stated.
- That M/s _____, and M/s _____, who are Members of the Consortium commit to hold the following equity stake in the Consortium which are in line with the requirements of of the Tender Document at all times during the Project Period.

Name of Member	Type of Member	% of shareholding
1. M/s.		
2. M/s.		

- That the equity holding by the parties in the Consortium shall be as per the provisions of MOU will be registered with the concerned sub-registrar on award of the Project to us.
- However, the parties undertake that there shall be no changes of the lead member in case of a Consortium till the completion of the Project as defined in License Agreement.
- That the Parties shall carry out all responsibilities as Contractor in terms of the License Agreement.
- That the roles and the responsibilities of each party at each stage of the Tendering shall be as follows:

Name of Member	Type of Member	Role & Responsibility
1. M/s.		
2. M/s.		



- That the parties shall be jointly and severally liable for the execution and completion of the Project in accordance with the terms of the License Agreement to be executed on award of the Project.
- That the parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously. They shall not sub-let or negotiate with any other party for this Project.
- That this MOU shall be governed in accordance with the Central/ State laws as applicable and courts in District Gautam Budh Nagar and High Court of judicature at Allahabad shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Witness:

1. First Party

2. Second Party

Company seal & stamp



APPENDIX 9: Special Power of Attorney for Signing of Application

(On Non judicial stamp of Rs. 50/- duly attested by Notary)

Know all men by these presents, we (name and address of the registered office) of the sole Applicant/ Lead Member do hereby constitute, appoint and authorise Mr./Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for the project envisaging construction of the Project in the country of India, including signing and submission of all documents and providing information/responses to GNIDA, representing us in all matters before GNIDA, and generally dealing with GNIDA in all matters in connection with our Tender for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

For.....

(Lead Member)

Accepted

..... (Signature)

(Name, Title and address) of the Attorney

Note:

Consent letter in respect of above Special Power of Attorney by all the members of the Consortium is to be appended.



5 Special Conditions of Contract

5.1. GENERAL

- 5.1.1. These special conditions shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these Special Conditions shall take precedence.
- 5.1.2. The Contractor/Tenderer is expected to be well conversant with the conditions of GPW Form 9 as applicable to Greater Noida Works (General conditions of the contract) which shall be the part of the agreement.
- 5.1.3. The Tenderers are advised to see carefully the site of work and structural/architectural drawings etc. before actually submitting their tender. The structural/architectural drawings for the work under the scope of this tender can be seen in the office of the Concerned Senior Manager Greater Noida Industrial Development Authority Plot No.-1, Sector K.P.-IV, Greater Noida, (U.P.) on any working day between 11.00 A.M. to 4.00 P.M.

5.2. TENDERERS TO ENSURE AND NOTE

- 5.2.1. The Tenderer should ensure that the entire required document is uploaded in PDF form in Technical bid and the RTGS of Tender Fee & EMD must be submitted in the prescribed account of GNIDA within the duration (strictly within date and time of opening & closing of individual e-bid) of the work as mentioned in tender notice, otherwise, in any case, bid shall be rejected.
- 5.2.2. Any Tenderer not fulfilling all the conditions is likely to be rejected.
- 5.2.3. No refund of the cost of tender is claimable for tenders not accepted or for tenders not submitted.
- 5.2.4. Contractor has to sign the agreement after submission of stamp paper within ten days from the date of award of the work. In case of delay on the part of the Contractor beyond ten days, a penalty of Rs. 1000/- per day will be imposed. This penalty shall be recoverable from any dues of Contractor. In case the contractor fails to pay stamp duty within 30 days of award of work, then the tender may be cancelled along with forfeiture of EMD.

5.3. EARNEST MONEY AND SECURITY DEPOSIT

- 5.3.1. If the Contractor withdraws his offer/tender, or modifies his offer/tender, after submission of tender and before acceptance of the tender, his entire earnest money will be forfeited by the authority. Earnest Money Deposit shall be as mentioned in the tender document and the Security Money shall be **Rs. 25,00,000 in the form of FDR**.
- 5.3.2. The Earnest Money Deposited by unsuccessful Tenderer shall be refunded after opening Pre-qualification/Technical Bid. After opening the price bid, the Earnest Money of other than 1st Lowest Tenderer or unsuccessful tenderers shall be refunded.
- 5.3.3. After the acceptance of the tender, the Earnest Money of the successful Contractors shall be converted into the security deposit. The Security deposit shall be released only after the completion of the 15 years Operations and Maintenance period after deducting penalties as applicable.
- 5.3.4. Notice for each instance of noncompliance and applicable penalties will be issued to the licensee from time to time. The licensee shall be required to include the said penalty amount in the subsequent license fee payment, failing which the penalty shall be deducted from the cash component of the Security Deposit.
- 5.3.5. In case of penalty deductions being effected from the Security Deposit, the licensee will be obligated to make payments to match the exhausted portion of the cash component of the Security Deposit.



5.4. REGARDING MATERIALS

- 5.4.1. All the materials for the works shall be arranged by the contractor at his own cost.
- 5.4.2. All the material collected by the contractor during execution of work or otherwise shall be properly stacked & arranged as directed by the Engineer-in-charge
- 5.4.3. Contractor shall have to make their own arrangement for water & electricity at the site of work. The water should be fit for drinking in case the authority supplies the water, the Contractor shall have to pay charges at rate fixed by Authority.
- 5.4.4. GNIDA shall give necessary recommendation letter to the concerned authority for giving water and power connection to the Contractor. However any delay in getting water or power connection shall not entitle the Contractor for any compensation or extension in completion period.
- 5.4.5. The stone ballast & grit will be blue textured and free of soft pieces the gauge of the ballast shall be as per detailed latest specifications of CPWD.
- 5.4.6. The contractor is to stack the metal at the road berms first according to the size of complete with stack number as decided by the E/I and no metal shall be stacked on road embankment. The metal shall be allowed to spread for consolidation only after recording of measurements and taken into road metal account register.
- 5.4.7. A deduction @ 7.5% shall be made from stack measurements of stone metal to arrive at net quantity for the purpose of payment.
- 5.4.8. Cement and steel shall have to be arranged by the contractor only from the approved manufacture/re-rollers who hold ISI license only Cement and steel should be ISI marked and to the entire satisfaction of the E/I.
- 5.4.9. With each lot of material arranged by the Contractor for construction work he shall produce proper receipt of purchase from the manufacturer/re-roller.
- 5.4.10. The Contractor has to arrange the test certificates of each lot from an approved test laboratory. Engineer-in-Charge, Greater Noida shall have the right to take sample for testing as per CPWD/ISI norms or as decided by the Engineer in Charge and get it tested. The Contractor shall bear all charges of sampling, carriage and testing etc.
- 5.4.11. The cement shall be stored at site of work as per B/S requirement and shall be kept under double lock & key system by the Contractor at his own cost.
- 5.4.12. The Contractor in a register at site shall keep complete accounting of material purchased and consumed. All Register at site shall have machine numbered pages.
- 5.4.13. The Contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage or deterioration of the same.
- 5.4.14. The contractor shall confine his equipment storage of materials operation of his works & people to the limits as directed by the E/I and shall not unnecessary spread over the premises with his materials and hutment.
- 5.4.15. The Contractor shall make arrangement for watch and ward of the material at his own cost.
- 5.4.16. All the materials and workmanship shall be as per specifications described in the contract and in cases not covered in the contract these shall be in accordance with the E/I instructions and shall be subjected from time to time to the tests as the E/I may direct at places of manufacture at the work site or in the Greater Noida Laboratory or any recognizing Laboratory in or out side Greater Noida Contractor shall provide conveyances labour and material required for examining, measuring and testing of the work and quality of materials used Contractor shall supply sample of the materials get them approved before using in the work. The cost of such conveyance, labour and materials provided for testing purpose, testing charges and for examining the work and for



proper completion of the same shall be borne by the contractor and no extra payment shall be made for the same.

- 5.4.17. The Authority may establish a field laboratory to carry out day to day tests of all materials and works. The Contractor shall arrange at his own cost to make available all materials etc. for carrying out the tests and pay for the tests at rates fixed by the Authority.
- 5.4.18. Samples makes of materials/equipment (electrical) and item of work shall have to be got approved by the Contractor from E/I before execution.
- 5.4.19. The contractor shall ensure to consume the materials within its expiry date. The material if consumed after the expiry date the affected work will have to be dismantled or the recovery shall be made by the Authority at the rate of double the cost of work in which such materials consumed.
- 5.4.20. Consignee's receipt certificate (C.R.C.) of bitumen shall be provided by the contractor at the time of execution of the bituminous work

5.5. LABOUR REGULATIONS

- 5.5.1. The Contractor will have to follows all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
- 5.5.2. The Contractor shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by him or anybody in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges, cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The Contractor shall take a necessary precaution for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.

5.6. EXECUTION OF WORK

- 5.6.1. All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
- 5.6.2. For carrying out the work the contractor shall be provided with one set of working drawings. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-Charge.
- 5.6.3. The Contractor shall be wholly responsible for setting out the works and for the corrections of the positions levels dimensions & alignment according to the plan/drawing including all necessary instruments pegs poles, pillars etc. and other material required for the purpose to the satisfaction of E/I.
- 5.6.4. The work shall be executed as per program drawn by contractor and approved by the E/I. If part of the site is not available due to any reason the program of the Contractor shall be modified to suit the available site and the Contractor shall have no claim for any extra compensation on this account. If the contractor dose not gives the programme for execution of work at the time of signing of agreement, the E/I will give his own programme, and pert chart which will be binding on contractor and shall become part of the agreement.
- 5.6.5. The contractor will be required to give his fortnightly progress as per said PERT CHART. The progress on PERT/BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.
- 5.6.6. If the Engineer-in-Charge, Greater Noida shall find that the work progress is slow, and feels that the work will not be completed in the time specified, then the Engineer-in-Charge, Greater Noida, shall order the Contractor to work day and nights, and/or on holidays and the Contractor shall obey



these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.

- 5.6.7. In the event of working at night, the Contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge/ Greater Noida. Any order or approval issued under this Clause by the Engineer-in-charge/Greater Noida shall not relieve the Contractor from or diminish his obligations under the contract.

5.7. WORK TO BE DONE AS PER SPECIFICATIONS

- 5.7.1. The Tenderer shall be deemed to have studied all the plans, specifications terms and conditions of the tender and corporation rules and regulations. The Tenderer is advised to get himself fully acquainted with the site conditions, structure of existing road, existing dividers & electric poles etc. before submitting the proposal. If desires to have any further information in regard to the project, he may contact GNIDA.
- 5.7.2. The specifications to be follows for the execution of the works shall be:
- a) The latest CPWD/MORTH specifications for works.
 - b) Relevant ISI/IRC standard for work not covered by the above.
 - c) Material bearing ISI Mark shall be given first preference for use in works. For all articles without ISI marks the quality shall be judged by the relevant ISI specifications.
 - d) Non ISI material may be used only after the approval of the Engineer-in-charge, in case ISI marked material is not available or otherwise specified in the nomenclature of the item given in BOQ of the Tender document.
 - e) Earth work in roads, WBM, BM/SDC or MSS as per specifications of CPWD/MORTH.
- 5.7.3. The Bill of Quantities is to be read in conjunction with the Form of tender drawings conditions of contract specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of conflict amongst description of the items(s) specifications conditions and drawings, the following order of precedence shall be followed.
- a) Provisions as per description of items(s)
 - b) Provisions in special conditions of contract.
 - c) Provisions in specifications.
 - d) Provisions in drawings.
 - e) In absence of above the decision of Engineer-in-Charge shall be final & binding.
- 5.7.4. The Licensee is expected to recover their total capital outlay, which includes the Project Cost, Interest on Project Cost, overheads, Profit and other incidental expenses by advertising rights for glowing display boards installed on elevation of FOB for 15 years excluding construction period.
- 5.7.5. The Licensee shall adopt necessary precautionary and effective methods so as to not to disturb the structural stability of existing road during the execution of work for this Project. The Licensee shall carryout necessary maintenance and repairs to the project sites strictly in accordance to the specification and keep them in proper condition till the project is finally handover to the corporation at the end of concession period.
- 5.7.6. Licensee is solely responsible for safety and security of electrical or electronic advertisement accessories and it is his sole responsibility to make adequate insurance for theft, human casualty and damage to property
- 5.7.7. The Licensee will have to make arrangements for finance in the project from their own resources or from open market borrowing.
- 5.7.8. No permanent structure except those, which are ancillary to the project (site office etc.), shall be permitted to be constructed by the developer/ operator. The location and the layout of these ancillary structures will have to be removed immediately after completion of the project.
- 5.7.9. No acquisition of land will be possible for accommodating temporary structures, construction yards, labour hutments, etc. of the Licensee and will have to make his own arrangements for the same at their own cost.



- 5.7.10. The Licensee will have to make his own arrangements in this regard, including fulfilling the environmental and other requirements/approvals of the concerned authorities without any cost to the Authority.
- 5.7.11. The proposed structures/ products/ facilities will have to be insured by the developer. All insurance to be affected by the Licensee. The insurance cost shall be for the entire capital outlay and shall cover damage such as:
- 5.7.12. Against possible structural failure or distress during the construction or after completion of the project.
- 5.7.13. Against any damage to public/ individual due to failure during the project period.
- 5.7.14. The initial period of 9 months from the date of allotment of the contract, shall be allowed for construction and development, installation of structures of unipoles, obtaining electric connection and necessary clearance from the concerned authorities, if any, which shall not be extendable under any circumstances.
- 5.7.15. The Licensee shall obtain a Completion Certificate for FOB from the GNDA before starting advertisement on the FOB.
- 5.7.16. The Licensee shall have the right to sell advertising space for the advertisement of products within the space identified in the design of FOB.

5.8. INSPECTION OF WORK

- 5.8.1. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the E/I and other Authority Officials at all times during the usual working hours. At all other times, if notice for the inspection of site by the E/I or any other official is given to the Contractor should either himself be present to receive orders and instructions or a responsible authorized agent be present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall also provide all facilities necessary for inspection of the work by the E/I or other officials for which no payment shall be made to the Contractor.
- 5.8.2. The Engineer-in-Charge/ Greater Noida shall have the right to inspect the work and related documents either through their authorized officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall subject themselves to such inspection and shall carry out the instructions issued in pursuance of the above inspections.
- 5.8.3. A SITE ORDER BOOK shall be maintained at the site of the work in which instructions shall be given to the Contractor as and when necessary. These orders shall have to be signed and compiled with by the Contractor or in his absence by his authorized representative or agent & in such case it will be presumed the same have been conveyed to him in time.

5.9. LICENSEE FEE PAYMENT TERMS

Sr. No.	Project stage	Timeline	License fee payable	Timeline of fee payment	Penalty
1	Performance cum security deposit	Inception	Rs. 25,00,000 (EMD amount shall be adjusted)	Within 30 days of signing of contract	Contract may be cancelled
2	Approval, Construction and commissioning of the FOB	9 months from the signing of Contract	Six months advance fee	Within 30 days of signing of contract	Rs. 10,000* per day of delay + interest of 15% per annum
3	Operations and Maintenance period	Every 6 months of the 15-year O&M period	Six months advance fee payable in 30 installments with a	Within first 30 days of the 6-month O&M period	Rs. 5,000* per day of delay + interest of 15% per annum



Sr. No.	Project stage	Timeline	License fee payable	Timeline of fee payment	Penalty
			5% year on year increment		

*This amount shall be deducted from the cash component of the security deposit transferred to GNIDA at the bidding stage. Kindly note that upon exhaustion of cash component of the security deposit, GNIDA may either terminate the contract or ask the licensee to transfer amount equivalent to the EMD amount in order to continue the Contract.

5.10. Specifications of Elevators, Operation and maintenance standards of the FOB and Service levels required

The Licensee shall operate and maintain the FOB and comply with minimum operation and maintenance requirements set out in the scope and other requirements of this Agreement, Good Industry Practices, Applicable Laws and Applicable Permits. More specifically, the Licensee shall be responsible for:

5.10.1. Elevators

- The Licensee shall not carry out any addition or alteration to the structure after completion of the FOB unless it is approved by GNIDA in writing.
- The specifications adopted for elevators and design parameters shall be in confirmation with BIS codes and relevant Indian standards and guidelines. The manufacturer's warranty of the materials used shall be minimum 20 years. The warranty for material and design shall be in the joint names of the Licensee and GNIDA. Each elevator shall have a valid annual maintenance contract during the entire 15-year license period.
- In case sub-standard / defective material is used the same shall be replaced by the Licensee at its own cost.
- Elevators regular maintenance works etc. should be carried out only during nights so that service to public is not hindered.
- The bidders shall install new elevators. Any Defect observed in the new commissioned elevators must be replaced at the instance of GNIDA inspection reports.
- The Licensee should keep all emergency needs in readiness for running of the elevators including rescue operation system in position etc. with necessary Telephones lines, their numbers well displayed. Elevators mechanics should be at a telephone call distance to attend on propriety whenever the need arises.
- For each location, elevator mechanic with adequate and necessary tools and equipment should be available on duty from 7.00 AM to 10.00 PM.
- For each elevator on every location, an elevator operator or security guard should be available operating the elevator from 7.00 AM to 11.00 PM. Aesthetically designed chain link or weld mesh or glass or acyclic Barricades shall be provided around the base of the elevators to prevent people from going under them.
- Proper ventilation should be provided inside the elevators to prevent suffocation.
- Walkways should be with a minimum width of 3 mt. They shall be topped with non-slippery material to avoid skidding during monsoon.
- To the extent possible, all the elevators shall be capable to work on 24X7 basis. However to ensure proper up keep, in any month, only one elevator is permitted to be closed for only one day for maintenance and repairs etc.
- In case of a default occurring while operating the elevators, the same should be rectified with 4 hours and the elevators should become operational within the said period.
- The bidders shall study the prevailing field conditions like presence of utility pipes like water supply, UGD, electric and telephone cables, OFC cables etc. and shall plan for shifting of the same at their own cost.
- Front Facade - At the centre the name of the particular Foot over bridge with elevator and staircase on both sides along with GNIDA logo in prominent size should be earmarked.



- Back Face –GNIDA approved social message should be written which shall keep on changing from time to time as per the direction of GNIDA.
- The Bidder shall submit an UNDERTAKING for giving full compliance to Technical Parameters of GNIDA Advertising Policy or any other prevailing applicable policy
- Details of the number of lights to be installed (with defined Voltage units) can be mentioned ensuring a well-lit walkway and thereby security of citizen of Noida
- Specification of lift installed by the contractor can be later submitted to authority
- The elevators should have minimum load carrying capacity equivalent to 8 adult persons and should have adequate power backup by way of DG set in case of emergencies and all the elevators and lights should continue to work on DG Backup
- At the entrance of elevators at prominent visible location inside premises some important telephone numbers like Ambulance, CATS, nearby Hospital, nearby Police Station, Traffic Police and other help line numbers should be written and well illuminated.
- The units to be installed by the Licensee shall be of the following make: The elevators shall be of reputed makes only (Eg: Otis, Schindler, Mitsubishi, Kone, Toshiba, Thyssen Krupp or equivalent)
- The actual system components shall be set on discussion with the Authority.
- The elevators shall have following additional features other than stated above
 - Elevators shall be fitted with “Earthquake timely detection mechanism” which shall send soft signals before the destructive occurrence of the quake so that passenger safety could be ensured by switching off the elevators in time after ensuring their safe landing on ground.
 - Elevators shall have mechanism to provide Data logging of the elevators to keep an account as well as to monitor the number of travellers per day, time taken for travel, breakdown details, etc.
 - CCTV shall be fitted in elevators for recording the behaviour of passengers/happenings inside the lift with one week’s storage facility to ensure safety and security of the passengers.
 - Elevators shall have gadgets which would not only records the break-down details and log them etc. but also take care of such arrangements that whenever needed either in the event of breakdown or for emergent safety reasons, by the press of a button placed inside the lift, mechanic gets an instant alarm on his mobile about the complaint or breakdown or other safety related complaints.
 - Elevators shall be so designed that they are always secured from water logging, flooding, etc. even up to a height of 3.0 meters above ground level.
 - In the event of power failure, back up in the form of generator is provided and in the event of failure of a generator, further redundancy provision is also provided. That means to say, redundancy over redundancy is ensured
- Environmental protection system is provided inside the elevator.
 - There will be enormous amount of dust when the elevator is installed on the road. An adequate precautionary measure to ward off entry of dust into the elevator should be provided to ensure clean air for the passengers.
 - There could be many co passengers carrying bacterial contamination into the elevator which may spread diseases. Necessary anti-bacterial measures should be provided in our elevators to prevent these problems.
 - The Licensee shall not be allowed to put LED informative display advertisement.
 - Lighting the Foot over bridge with elevator and staircase on both sides should not affect the eyes of the commuters, drivers of the vehicles.
 - Slogans affecting the Integrity of the Nation in any means are totally prohibited.



5.10.2. Maintenance

- All Foot over bridge with elevators and staircase on both sides and surrounding areas are to be kept clean at all times. The litter bins should not be overflowing at any time and disposal of garbage is arranged as often as required.
- CCTVs shall be provided on both sides of the FOB to monitor the behaviour of the FOB users with one week's storage facility to ensure safety and security of the users.
- The cleaning of FOB shall be carried out at morning and evening, i.e. twice daily.
- In addition, there shall be a planned maintenance schedule developed in consultation with the GNIDA. There should be an inspection card which will record the maintenance/cleaning activity undertaken. A Dedicated Operation Team should be put in place to ensure active monitoring of security and maintenance services of FOBs on a daily basis.
- The advertisement panels to be kept clean from dust, stains etc. at all times. It is to be ensured that posters etc. are not pasted on any of the panels and on structural part of Foot over bridge with lift and staircase on both sides.
- No leakage from roof to be permitted.
- Proper drainage should be maintained and no accumulation of water, liquid etc. is allowed at any time.
- The lighting arrangement at the Foot over bridge with elevators and staircase on both sides should be functional at all times. Electrical safety is to be ensured for users as well as operator staff as per IRC guidelines for Subways and Pedestrian bridges.
- The licensee shall undertake all measures to ensure the FOB remains free of animals like dogs, cats and other animals which can create unwanted litter on FOB and inconvenience to the citizens using the FOB
- The licensee shall undertake all measures to ensure the FOB remains free of beggars at all times. Also, all measure should be taken to ensure FOB doesn't become a shelter (both during day and night) to beggars and pedestrians.
- All structural members, arrangements and advertisement panels are to be periodically inspected and maintained in good condition as per the maintenance manual.
- The staff provided at the Foot over bridge with elevators and staircase on both sides should be literate and courteous towards the users and assist handicapped and old age users. All labour laws shall be followed like PF, ESI, Minimum wages Act, etc. Uniform should be provided for all the employees working at Foot over bridge with lift and staircase on both sides.
- Security of all assets to be ensured by the staff posted at all Foot over bridge with elevators and staircase on both sides.
- Security personnel shall be deployed at all times on each side of the foot over bridge
- The advertisements on panels to be changed during off peak period - preferably during night hours.

5.10.3. Services

- **Water Supply:** The Licensee shall ensure adequate water for general cleanliness of the Foot over bridge with elevator and staircase on both sides. The Licensee shall have to pay the consumption charges on applicable rates for commercial establishments. However, it is clarified that wherever release of regular water supply is not possible, the Licensee shall make its own arrangement for water at its own cost.
- **Electricity Supply:** The Licensee shall provide electricity connection at the FOB. The Licensee shall have to pay the consumption charges on applicable rates for commercial establishments. The Licensee shall ensure adequate electricity supply for proper lighting inside the Foot over bridge with elevator and staircase on sides, elevator and advertisements. The licensee must ensure the electricity supply and its usage on the FOB is made 24/7 and in no circumstances should the foot over bridge be out of lights. Cleaning of the Foot over bridge with elevator and staircase on both sides: The Licensee shall ensure minimum daily cleaning of the Foot over bridge with elevator and staircase on both sides and no litter shall be allowed.



- **Garbage Disposal:** The Licensee shall install litterbins as specified near the Foot over bridge with elevator and staircase on both sides and disposal of the collected waste shall be the responsibility of the Licensee.
- **Safety & Security:** The safety and security of the Foot over bridge with elevator and staircase on both sides rests with the Licensee. The Licensee shall maintain security personnel, gadgets and required as part of the maintenance services.
- **Fire and safety:** The Licensee shall take all the necessary steps and install required fire-fighting equipment and maintain them also during project period.
- The authority shall conduct inspection at the completion of the first eight weeks to verify the commissioning of elevators and other facilities at the foot over bridge are as per the guidelines in contract
- The authority shall also conduct inspection at the end of the tenure of the contract to ascertain that no damage has been done to the property.
- The authority shall conduct inspection from time to time to ascertain that the maintenance of the foot over bridge is as per the guidelines in Contract, In case the bidder defaults in complying with the same, then the licensee shall have to undertake all the necessary steps to comply with the same in the next one week. A secondary inspection shall be undertaken by the authority to validate the measures taken by the licensee. If still the FOB is found not being maintained under the requisite standards of the contract, the licensee shall be subject to a penalty of maximum 20% deduction from the performance security for each instance of non-compliance.
- The instances of non-compliances shall be as per, but not limited to the following:

Sr. No.	Parameter	Desired Output	Penalties to be affected from the Security Deposit	
			Limit 1	Limit 2
1	Electric supply	Outage or dimly lit access points, elevator, staircase and FOB.	Rs. 500 per hour per if caused by minor** fault (civil + electric) and if not resolved within two hours.	Rs. 500 per hour per if caused by major** fault (civil + electric) and if not resolved within four hours
2	Elevator Downtime (other than the downtime set for routine maintenance)	Quick resolution through repair or replacement of spare parts	Rs. 500 per hour in case of minor fault in the elevator and not resolved within 24 hours	Rs. 500 per hour in case of major fault in the elevator and not resolved within 48 hours
3	Cleanliness	The access points, elevator, staircase and FOB should be maintained clean at all times. The dustbins must be emptied at least once a day	Rs. 1000 per day per instance if not resolved within one hour	
4	Security	Availability of security guards at each side of the FOB at each location	Rs. 500 per instance of absence	
5	Encroachment	The entire FOB shall be kept beggar free and encroachment free at all times	Rs. 1000 per occurrence.	
6	Advertisement posters	All advertisement posters shall be approved by GNIDA before being put up for display	Rs. 10,000 per instance of non-compliance and additional Rs. 10,000 for non-removal of the poster within one hour of discovery.	



Sr. No.	Parameter	Desired Output	Penalties to be affected from the Security Deposit	
			Limit 1	Limit 2
7	Visual connectivity	Advertisement hoardings should allow at least 4 feet of visual connectivity between the road below and the pedestrians using the FOB	Rs. 5,000 per instance of non-compliance and additional Rs. 10,000 for non-removal of the poster/ hoarding framework blocking the visual connectivity within one hour of discovery.	

**severity of the issue shall be based on the findings of the Engineer in charge

- The authority shall share a list of facilities that the licensee is being provided with at the start of contract. the licensee must ensure the same is given back to the authority at the end of tenure of the contract

5.10.4. Structure and operations:

- Undertake routine maintenance including prompt repairs of potholes, cracks concrete joints, electric fitting, lighting, and signage
- Ensuring that the FOB remain free from all encroachments and take all steps necessary to remove encroachments, if any on the FOB blocks
- Making good immediately at its own cost any loss, due to theft/vandalism, to an asset created in the FOB and shall continue to keep the FOB operational and available for public use during the entire term of the Licence.
- Obtaining & maintaining at all times a valid registration with the Labour Commissioner under section-7 of the contract labour (Regulations & Abolition) Act, 1970.
- Getting all the employees verified from the Police department before deploying them on duty.

5.10.5. Display/Enforcement/Removal of Advertisement

- The Licensee shall bear all costs incurred for display of advertisement on Foot over bridge with elevator and shall carry out the work of fixing and removing the same in a careful manner without doing any damage to the Foot over bridge with elevator and staircase on both sides and the adjoining property. If any damage is caused to the adjacent properties either public or private, it shall be made good by the Licensee at its own cost to the entire satisfaction of GNIDA. The Licensee shall maintain the advertisement along with the framework, if any, in good condition and likewise ensure that the display of advertisement thereon is in a proper and perfect condition.
- While the advertisements are being fixed or removed or re-fixed by the Licensee, it shall take all necessary safety precautions and if any damage is caused to or is suffered by a person or property of the Authority or by any third party due to any cause whatsoever, the Licensee shall be solely responsible for compensation or damage to the Authority's property or the third party as the case may be and the Licensee shall indemnify and keep the Authority indemnified in respect of any claim made there under.
- The advertisements shall be displayed only at the designated place on the FOB as per the design provided by Authority. It is clarified that the advertisement spaces as existing are allowed to be altered within the parameters of the GNIDA Advertising Policy, 2009 or any other prevailing applicable policy, provided that the alteration is in perfect harmony with the design of the remaining fascia of the FOB. However, neither any additional time nor any rebate in licence fee shall be allowed in order to effect such a change in policy
- GNIDA reserves the right to remove the advertisements if the FOB is not maintained by the Licensee at least as per the Minimum Maintenance Standards of this agreement and other terms of this agreement including but not limited to a default in payment of the licence fee.
- The Licensee shall not display or exhibit any picture, poster, statue or other articles in any part of the premises that are repugnant to the general standards of morality. The Licensee expressly agrees that the decision of GNIDA in this regard shall be final and binding.



- The Licensee shall not at any time display or permit it to be displayed, whether by overtly or covertly, which in the opinion of GNIDA is dangerous to traffic or is obscene or in any way is inappropriate or it contravenes provisions of any Act, bye laws, code of ethics of the Advertising Industry or any laws, rules and direction (s) of any legal Authority or any other Authority. The Licensor reserves its right to remove any such advertisement, which is violative of the above terms & conditions as enumerated therein, the Licensee shall indemnify NOIDA apart from initiation of such legal process and further indemnifying GNIDA for any loss, claim, action or legal proceedings launched by any Authority or body. The Licensor's decision in this respect shall be final and binding.
- Advertisements creating public nuisance, nudity, or other such pictures, posters or any other means of advertisements which may hinder the sight of public should not be allowed on the Foot over bridge with elevators and staircase on both sides.
- Slogans, sayings which contain offensive remarks on any caste, creed, community and persons of any origin should not be displayed on the Foot over bridge with elevator and staircase on both sides.
- Advertisements from banned organizations should not be exhibited.
- The supplier must comply with Technical Parameters of GNIDA large Outdoor Advertising Policy/ Supreme Court decision or any other prevailing applicable policy
- GNIDA or any other officers authorized by him/her shall have the right to have the offending advertisement removed or shifted without assigning any reasons for which no rebate/compensation shall be claimed. The removal and re-fixing will be done by the Licensee at their own cost.
- The advertisements of the Licensee are liable to be removed without any prior notice to the advertiser for the purpose of carrying out repair/maintenance of FOB by GNIDA and any other agency or on account of any other emergent purposes whatsoever. No compensation on this account will be payable to the Licensee if such disturbance is less than or equal to seven days.
- The Advertisement Panel displayed on the FOB shall be maintained in good condition and properly secured. The advertisement shall at all times be erected, fixed and retained in all respect to the satisfaction of GNIDA or its authorized officer
- In case the advertisement space remains unutilized, the Licensee shall display GNIDA publicity material on such unutilized space without of any charge to GNIDA. However, in this case, no rebate whatsoever shall be admissible to the Licensee for any period on such unutilized free space for any period wherein the Licensee is unable to find an advertiser or for any other reason.
- After successful completion of 15 years (post construction period), FOB will be property of GNIDA.
- The Licensee shall not display or exhibit any picture/poster/statue/ advertisement or other articles in any part of the premises that are repugnant /obscene/ alcoholic/ tobacco and otherwise objectionable to the general standards of morality or in contravention of prevailing laws. The Licensee expressly agrees that the decision of the GNIDA in this regard shall be conclusive and binding on the Licensee.
- The area of advertisement has been restricted. It shall be as per the conceptual drawing. Minor modifications may be allowed with approval of GNIDA. The panels should be illuminated and glazed with toughened glass or polycarbonate sheet of required thickness.
- Licensee shall also keep the provision for any social/public messages provided by GNIDA to be displayed on the FOB.
- For late payments by the Licensee, interest at the rate of 15% per annum will be charged along with applicable penalties
- The display of advertisement shall comply with the Large Format Advertising Policy of GNIDA. The display of advertisement shall not obstruct the visibility of pedestrian walking.
- The advertisements shall be displayed only at the designated place on the FOB as per the design specified by GNIDA. It is clarified that the advertisement spaces as existing are allowed to be altered within the parameters of the GNIDA Advertising Policy or any other prevailing applicable policy, provided that the alteration is in perfect harmony with the design of the remaining fascia of the FOB. However, neither any additional time nor any rebate in license fee shall be allowed in order to effect such a change.



- In case the guidelines relating to the admissible area for advertisement are altered, the License fee shall be altered in proportion to the change in advertisement panel area.

5.11. Termination

- Termination during construction phase:** The licensee is required to complete the construction and commissioning of all three FOBs within 9 months of signing of the Contract. Failure to do so will attract penalty as set out in Clause 5.9, which shall be deducted from the cash component of the Security Deposit. In case the licensee fails to complete the construction before the exhaustion of the cash component of the Security Deposit, the contract may be terminated.
- Termination during O&M phase:** The licensee will be required to adhere to license fee payments terms as set out in Clause 5.9 of the Special Conditions. Failure to abide by the same shall attract penalties deductible from the cash component of the Security Deposit. GNIDA may terminate the Contract if the total amount of penalties due to non-compliance exhausts the cash component of the Security Deposit.



6 General Conditions of Contract

G.P.W. FORM - 9

Approved by U.P. Govt. Vide D.O. No. 6628-A C-23-S.N.

Anubhag G-19, AC/1969 Dated 9.3.1972

And Also

Amended vide CE's Letter 1921/MT 62/1973 Dt. 30.3.1974

CHAPTER - VII: PART 371

6.1. DEFINITIONS

6.1.1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" (GNIDA) and the "CONTRACTOR" together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

6.1.2. In the Contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them:

- a) The "**WORK**" or "**WORKS**" shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The "**SITE**" shall mean the land and/or the other places, on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The "**CONTRACTOR**" shall mean the "Individual" or "Firm" or "Company" whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or Firm or Company.
- d) The "**CEO**" shall mean the Chief Executive Officer, Greater NOIDA Industrial Development Authority, his successors or assignees.
- e) The "**Engineer-in-charge**" shall mean the General Manager (Proj.)/Senior Manager/The Manager as the case may be who shall supervise and be in-charge of the work and who shall sign the contract on behalf of GNIDA.
- f) "**GNIDA**" shall mean Greater Noida Industrial Development Authority (Constituted under section 3(i) of U.P. Industrial Area Development Act. 1976 (U.P.) Act. No. 6 of 1976) and having its main administrative office in Plot No.-1, Sector K.P.-IV, Greater Noida includes its Chairman/Chief Executive officer/Additional Chief Executive Officer/General Manager (Proj.) and/or any of their authorized representative and/or its successors and permitted assignees.
- g) The "**Tendered Cost**" shall mean the cost of entire work as estimated on the basis of the tendered rates or rates agreed to between the parties of contract.
- h) The "**DEPARTMENT**" shall mean Engineering Department of Greater Noida Industrial Development Authority.
- i) The "**ESTIMATED COST**" shall mean the cost of entire work put to tender.
- j) The "**MARKET RATE**" shall mean the rate as decided by the Engineer-in-charge on basis of the cost of materials and labour at site where the work is to be executed plus the profits and overheads as permitted by him.

6.1.3. SECURITY DEPOSIT

The Contractor shall submit BG/ NSC/ FDR of Rs. 25,00,000 (Rupees Twenty Five Lakhs) deemed to be Five Percent) of the value of Civil works to be undertaken in this Contract, on account of security deposit.

Such deduction will be made and held by the GNIDA by way of security deposit unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. securities or Fixed



Deposit receipt or Guarantee Bonds of any Scheduled Bank in India if the security is furnished in the form of Guarantee Bonds the Contractor undertakes to review and to furnish fresh guarantee to cover the period of time of extension, if any, and failure on his part to do so shall be considered as breach of contract and without prejudice to any other remedy provided in these conditions, the Engineer-in-charge shall have the right to withhold payments and deduct entire security amount from any money becoming payable to the contractor under this or any other contract with the GNIDA.

Security deposit shall be release as per scheduled mentioned in Special Conditions

6.1.4. EARNEST MONEY & SECURITY DEPOSIT.

All compensation or other sum of money payable by the contractor to GNIDA under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit, or from the interest arising therefore or from any sums which may be due to, or may become due to contractor by GNIDA on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid, any sum or sums which may have been deducted from or raised by sale of his security deposit, or any part thereof.

6.1.5. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

The officer accepting the contract on behalf of the GNIDA or the Engineer-in-Charge shall have the power, without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.

- a) If, the Contractor having been given by the Engineer-in-charge, a notice in writing (which notice under the hand of the Engineer-in-charge communicated through the Assistant Manager/Manager/Senior Manager/General Manager (Proj.) shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so-ever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by the date.
 - b) If the contractor being a company shall pass a resolution or the Court shall make an order that Company shall be wound up or if a Receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or creditor to appoint a Receiver or Manager or which entitle the Court make a winding up order.
 - c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub-Clause -a above.
 - d) If the Contractor commits any facts mentioned in Clause -21 hereof.
2. When the Contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of GNIDA or the Engineer-in-charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the Greater Noida.
- i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge or communicated through Manager/Sr. Manager/ General Manager (Proj.) shall be conclusive evidence) upon such determination or rescission the security deposit of Contractor shall be liable to the forfeited and shall be absolutely at the disposal of the GNIDA.
 - ii) To employ labour paid by the department and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-Charge communicated through the Manager/Sr. Manager/General Manager (Proj.) shall be final and conclusive against the contractor and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the Contractor under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - iii) After giving notice to the contractor to measure-up the work of the Contractor and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another contractor



to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the GNIDA under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

3. In the event of any one or more of the course mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the Contractor shall not be entitled, to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

6.1.6. COMPLETION CERTIFICATE AND MEASUREMENT OF WORK DONE

On Completion of the work the Contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of its to the office, accepting the contract on behalf of the GNIDA and shall request the Engineer-in-Charge to give him a certificate of completion, but no such certificate be given nor shall be work be considered to be complete until the Contractor shall have removed from the site on which work shall be executed, all scaffolding, surplus material sand rubbish and cleared off the dirt from all wood work, doors, windows, wall, floors, or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding material and the rubbish and dispose off the same as he thinks fit and clean of such dirt and fill the pits as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinates whose measurement shall be binding and conclusive against the Contractor. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid the Engineer-in-Charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-Charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor (Ten days will apply towards at the headquarters of Engineer-in-Charge and thirty days for works at other places delete whichever not applicable).

Within ten days of the receipt of the notice Engineer-in-Charge shall inspect the work and if there is visible no defect on the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. If on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by Engineer-in-Charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of completion of work shall be given after the visible defects pointed out above have been removed.

6.1.7. ARBITRATOR

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, designs, drawings, specifications, estimates instructions or order on these conditions or otherwise concerning the work or the executive or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Chief Executive Officer, GNIDA. It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties as GNIDA servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act the Chief Executive Officer of the GNIDA shall appoint another person to act as arbitrator in accordance with the term of contract. It is also a term of his contract that no person other than a person appointed by the Chief-Executed Officer of the GNIDA as aforesaid/shall act as



arbitrator and if for any reason, that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act. 1940 or any statutory modification or re-enactment thereafter and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

6.1.8. ACTION WHERE NO SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no specification in the contract. Such work shall be carried out in accordance with the detailed CPWD/ISI specification/MOST specifications and in the event of there being no detailed specifications for the same work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

**CONTRACTOR
MANAGER**

SENIOR