



पत्रांक-वाई.ई.ए/नियोजन/ CB-20/20787
दिनांक- 03/05/2017

सेवा में

प्रबन्धक (सिस्टम)
यमुना एक्सप्रेसवे प्राधिकरण।

यमुना एक्सप्रेसवे प्राधिकरण क्षेत्र के प्रवेश स्थल का सौन्द्रीयकरण प्राधिकरण के पैनल वास्तुविदों से कराये जाने हेतु मुख्य कार्यपालक अधिकारी महोदय द्वारा RFP document पर अनुमोदन प्रदान किया गया है। जिसकी प्रति इस आशय के साथ संलग्न कर प्रेषित की जा रही है कि इसे प्राधिकरण की वेब साईट में डलवाने का कष्ट करें।

भवदीया,
वैभव गुप्ता

वरिष्ठ कार्यपालक (वास्तु0)

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REQUEST FOR PROPOSAL (RFP)

DESIGN COMPETITION OF AN ENTRY POINT FOR THE YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

XXXXXXXXX 2017

Issued by:



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

First Floor, Commercial Complex, P-2, Sector- Omega I,

Greater YEIDA, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308

Tel: +91.120.2395153/7/8, Fax: +91.120.2395150

Website: www.yamunaexpresswayauthority.com

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1 Section I: General Information

1.1 Background

- 1.1.1 The Yamuna Expressway Industrial Development Authority (hereafter referred to as "YEIDA" or "the Client" or "the Authority") is responsible for the planned development of the Yamuna Expressway Industrial development Area.
- 1.1.2 In continuation of YEIDA's endeavour in developing world class townships, the Authority intends to select appropriate Bidders for designing of an entry point of the notified area of the Yamuna Expressway Industrial Development Authority for a specific period of time defined.

1.2 Due diligence by Bidders

- 1.2.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Project sites, sending written queries to YEIDA and attending a Pre-Proposal Conference on the date and time specified in Clause 1.7.

1.3 Sale of RFP Document

- 1.3.1 RFP document can be downloaded from the official website of YEIDA, www.yamunaexpresswayauthority.com. The Bidder shall submit a bid processing fee of INR **XXXXX plus applicable VAT** only in the form of a demand draft or banker's cheque drawn in favour of Yamuna Expressway Industrial Development Authority payable at Greater YEIDA along with the technical proposal.

1.4 Validity of the Proposal

- 1.4.1 The Proposal shall be valid for a period of **180 days** from the Proposal Due Date (the "PDD").

1.5 Brief description of the Selection Process

- 1.5.1 YEIDA has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and price bids to be submitted in sealed envelopes separately on Proposal Due Date. In the first stage, a technical evaluation will be carried out as specified in Clause 4.8. In the second stage, a price evaluation will be carried out as specified in Clause 4.9. Proposals will finally be ranked according to their combined technical and price scores as specified in Clause 4.10. The first ranked Bidder shall be selected for award of contract (the "**Selected Bidder**") while the second ranked Bidder will be kept in reserve

1.6 Schedule of Selection Process

- 1.6.1 The following schedule shall be adhered for the selection process of the Bidder.

#	Event Description	Date
1	Date of issue of RFP	XXXXXXXX 2017
2	Last date for receiving queries/clarifications	XXXXXXXX 2017

#	Event Description	Date
3	Design Due Date (DDD)	XXXXXXX 2017
4	Presentation of Designs	Within 7 days of DDD
5	Letter of Award (LOA)	Within 15 days of DDD
6	Validity of Applications	180 days from PDD

1.7 Site visit prior to submission of Bids

1.7.1 Prospective Bidders may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the Client as specified below:

General Manager (Planning)

Yamuna Expressway Industrial Development Authority
(A Govt. of U.P. Undertaking)
First Floor, Commercial Complex, P-2, Sector- Omega I,
Greater YEIDA, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308
Tel: +91.120.2395153/7/8, Fax: +91.120.2395150

1.8 Communications

1.8.1 All communications including the submission of Proposal should be addressed to:

General Manager (Planning)

Yamuna Expressway Industrial Development Authority
(A Govt. of U.P. Undertaking)
First Floor, Commercial Complex, P-2, Sector- Omega I,
Greater YEIDA, Gautam Budh Nagar,
Uttar Pradesh, PIN: 201308
Tel: +91.120.2395153/7/8, Fax: +91.120.2395150

The official website of YEIDA is: <http://www.yamunaexpresswayauthority.com>

All communications, including the envelopes, should contain the following information, to be marked
RFP FOR DESIGN COMPETITION OF AN ENTRY POINT FOR THE YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

2 Section II: Terms of Reference

2.1 Background

The YEIDA area is spread around the Yamuna Expressway - a 100m wide and a 165 km long expressway on the eastern bank of Yamuna River. Inaugurated in August 2012, the Expressway lies between YEIDA and Agra which has reduced the travel time considerably. The new six-lane (extendable to eight-lane) access controlled Expressway with brand name of Yamuna Expressway has also opened up a vast area on the eastern bank of Yamuna river for urban and industrial development (refer Figure 1).

The Yamuna Expressway Industrial Development Authority has been constituted with the objective to secure the planned development of this industrial development area. To achieve this objective, YEIDA will optimize on the present potential, enhance investment climate and promote the economic development of the area through creation of a sustainable environment, supported by world-class infrastructure.

The main functions of the Authority included the following:

- ▶ Acquisition of land for construction of Expressway and area development
- ▶ Execution of Yamuna Expressway project
- ▶ Preparation of Master plan for planned development of the industrial development area
- ▶ Development of Infrastructure facilities such as drainage, feeder roads, electrification and other facilities in the area

Figure 1: The YEIDA Region

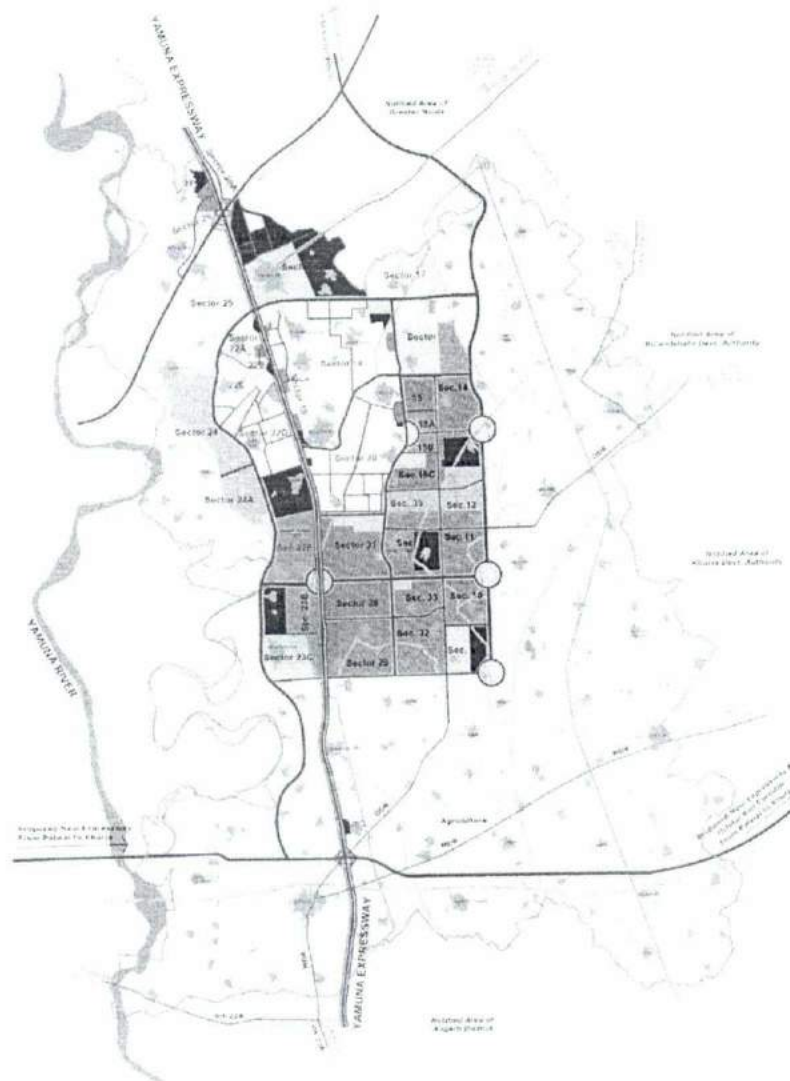


The region is proposed to be developed in phases, currently identified in two phases as indicated in figure 1 above. Overall, five urban nodes are proposed in this region. One urban node that lies in GautamBudhh Nagar district has been approved by Government of UP and development works have also started here. Four more urban nodes are proposed in Raya, Tappal-Bajra, Agra and Hathras.

The Draft Master Plan for Phase I (urban node in GautamBudhh Nagar) has been prepared and is approved by the State Govt. of UP. This master plan has been incorporated in the sub-regional plan of UP NCR. The Master planning of remaining four urban nodes is in process.

YEIDA intends to select a Bidder for design of an entry point of the specified area in Phase I as defined in the scope of work.

The map of the area where the scope of the work has been defined is as follows:



The Location of where the entrance is proposed is shown in section 6.3 of this RFP document.

The responsibility of the Bidder (Bidder) shall include all activities that are required to be undertaken, in order to comply with the scope of work, the specifications of maintenance stipulated in this task 3 of the scope and the provisions as per guidelines applicable guidelines of YEIDA.

2.2 Scope of Work

The Entrance Point would be an entrance to the notified area of the Yamuna Expressway Authority (location marked in Section 6.3 of this RFP) It would be of iconic character and would be aesthetically appealing and attractive to the visitors of the Area. It would be designed to have appearances which would attract all types of visitors, both national and international. The following may be the characteristics of the entry point:

1. It would be befitting with the development of YEIDA area,
2. The design would comply with the environment parameters,
3. Business activities conforming to such structures might also be considered for integration with the design concept of the Entrance point,
4. The entry point would have its own identity and its own character,
5. Proper lighting arrangements should also have to be integrated with the design concept considering its attractiveness during nights,
6. It should be so designed that it does not interfere with the traffic movement on the Yamuna Expressway.
7. Any element proposed to be used in the design shall not have an adverse impact on the drivers of the Yamuna Expressway.
8. The height of the structure should be within the height restrictions of Airports Authority of India.
9. The safety of the structure would be of prime importance and this should be taken care of during preparation of the concept design.
10. Any other parameters that might be considered necessary for construction of the structure should also be taken into consideration.

The key tasks to be undertaken by the Bidder as part of the scope of work for the project include (but are not limited to) the following activities:

Task 1: Understanding of the area

The Bidder shall review the site and understand the nature of work that is under consideration. The work consists of but is not limited to concept planning, grounds maintenance, turf maintenance, shrub maintenance, groundcover maintenance, perennial maintenance, trash and debris removal, storm debris pickup, irrigation maintenance, repair, and operation and tree maintenance.

All the above mentioned activities shall be considered while submitting the designs and will be a part of the financial estimates (or bid) submitted by the Bidder.

Task 2: Design

The work would include preparation of details of Architectural Drawings, Structural Designs, including preparation of details of estimate of the proposed Entrance point with bill of quantities including sanitary, plumbing, electrical, firefighting arrangements, air-conditioning, other ancillaries etc.

The detailed estimate is to be prepared on the basis of CPWD schedules. In case of non-scheduled items, analysis of rates may also be provided. In addition to the above, the work would include periodical Architectural supervision of execution in the field. The selected Consultant would have to provide the following:

1. Architectural Designs including preparation of Plans, Elevations, Landscaping, Sections, Perspective Drawings, Architectural Details etc
2. Structural Design of the Entrance point including vetting of the Structural Design (if required) of the Entry Point. The vetting would be done by the Project Department at YEIDA or similar Institute as

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- agreed upon by YEIDA and the fees for the same would have to be borne by the Architect / Agency / Consultancy Firm
3. Detail design & drawings of Water Supply, Sewerage, Drainage, Electricals, Air-conditioning and other related ancillaries
 4. Any change in Architectural and other Designs of the Entrance point as may be suggested by an Expert Panel must be done by the selected bidder free of cost. Also, any other unavoidable change is to be done by the selected bidder free of cost
 5. Preparation of detailed estimate, bill of quantities for the Entrance point and ancillary works like electrical, sanitary, fire-fighting arrangements, air-conditioning etc. if required
 6. To prepare a good model of the proposed Entrance point by a reputed Modeller without any additional cost

Task 3: Supervision

1. Periodical Architectural supervision of construction work including ancillary works

2.3 Timelines

The timelines will be strictly adhered to as specified in Clause 1.6.

3. Section III. Instructions to Bidders

3.1 General Conditions

1. Number of Proposals and respondents

- 1.1. No Bidder or its Associate shall submit more than one Proposal, in response to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another bid.
- 1.2. The RFP Document is not transferable and Proposals shall be submitted only by Bidders to whom the RFP Document has been issued by YEIDA.

2. Proposal preparation cost

- 2.1. The Bidder shall bear all costs associated with the preparation and submission of the proposal. YEIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- 2.2. All papers submitted with the bid are neither returnable nor claimable.

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

- 3.1. Notwithstanding anything contained in this RFP Document, YEIDA reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. YEIDA reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
- 3.3. Rejection of the Proposal by YEIDA as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then YEIDA reserves the right to:
 - 3.3.1. Either invite the next best Bidder to match the Proposal submitted by the best Bidder; or
 - 3.3.2. Take any such measure as may be deemed fit in the sole discretion of YEIDA, including annulment of the bidding process.

4. Amendment of RFP Document

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the RFP Document by issuance of an addendum. The addendum will be sent in writing to all eligible Bidders to whom the revised RFP Document has been supplied.
- 4.2. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, YEIDA may, at its own discretion, extend the Proposal Due Date.

5. Data Identification and collection

- 5.1. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 5.2. It would be deemed that by submitting the Proposal, the Bidder has:
 - 5.2.1. Made a complete and careful examination and accepted the RFP Document in total;

- 5.2.2. Received all relevant information requested from YEIDA and;
- 5.2.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - 5.2.3.1. Site
 - 5.2.3.2. Type of project
 - 5.2.3.3. Existing data or any relevant information;
 - 5.2.3.4. All other matters that might affect the Bidder's performance under the terms of this RFP Document.

5.3. YEIDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

3.2 Preparation and Submission of Proposals

6. Language and currency

- 6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder 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 the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 6.2. The currency for the purpose of the Proposal shall be the Indian Rupee (INR). In case conversion of currency to INR is required, such conversion shall be based upon the RBI Reference Rate applicable 14 (fourteen) days prior to the Proposal Due Date. In all such cases, the original figures in the relevant foreign currency, the exchange rate used and the INR equivalent shall be clearly stated as part of the Proposal. YEIDA reserves the right to use any other suitable exchange rate, if the Proposal is submitted in any other currency, for the purpose of uniformly evaluating all Bidders.

7. Proposal validity period and extension

- 7.1. Proposals shall remain valid for a period of 6 (six) months from the Proposal Due Date ("Proposal Validity Period") and YEIDA may solicit the Bidder's consent for extension of the period of validity, if required. YEIDA reserves the right to reject any Proposal, which does not meet this requirement.
- 7.2. In exceptional circumstances, prior to expiry of the original bid validity period, YEIDA may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

8. Format and Signing of Proposals/ Bids

- 8.1. The Bidder needs to submit their technical and financial proposals in prescribed format (Section V).
- 8.2. The proposals/ bids shall be typed or printed and the Bidder shall initial each page. The proposal shall have page numbers and shall have index at the start. All the alterations, omissions, additions, or any other amendments made to the bid shall be initialed by the person(s) signing the proposal.
- 8.3. Bidders would provide all the information as per the RFP Document and in the specified formats. YEIDA reserves the right to reject any bid that is not in the specified formats.

8.4. In case the Bidder intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

9. Sealing and marking of proposals

9.1. The technical and financial proposal shall be sealed in two separate envelope and then in one single outer envelope clearly bearing the following identification: "RFP FOR DESIGN COMPETITION OF AN ENTRY POINT FOR THE YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY"

The proposals shall be addressed to

General Manager (Planning)

Yamuna Expressway Industrial Development Authority
(A Govt. of U.P. Undertaking)
First Floor, Commercial Complex, P-2, Sector- Omega I,
Greater YEIDA, Gautam Budh Nagar, Uttar Pradesh, PIN: 201308
Tel: +91.120.2395153/7/8, Fax: +91.120.2395150

The envelope shall indicate the name, address and contact number of the Bidder

9.2. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

10. Proposal due date

- 10.1. YEIDA, at its sole discretion, may extend the bid due date by issuing an Addendum.
- 10.2. Proposals should be submitted at or beforeAugust 2017 to the address provided in Clause 9.1 in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- 10.3. YEIDA may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 4, uniformly for all Bidders.

11. Late bid

Any bid received by YEIDA after 1500 hours IST onXXXXXXXXX 2017 will not be accepted.

12. Modifications/ Substitution/ Withdrawal of Proposals

The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the YEIDA.

13. Selection of the Design

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 its proposal it should do so in writing. Any effort by the Bidder 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.

3.3 Bid opening

14. Opening of Proposals

- 14.1. YEIDA would open the Proposals at 1530 hours on the Proposal Due Date for the purpose of evaluation.
- 14.2. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.
- 14.3. YEIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

15. Confidentiality

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the 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 shall result in outright rejection of the offer, made by the said Bidder.

16. Tests of Responsiveness

- 16.1. Prior to evaluation of bids, YEIDA will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:
- 16.2. It is received/ deemed to be received by the bid due date and time including any extension thereof pursuant to Clause 11.
- 16.3. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
- 16.4. It contains all information required in this RFP Document.
- 16.5. Information is provided as per the formats specified in the RFP Document.
- 16.6. It mentions the validity period as set out in Clause 7.
- 16.7. YEIDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by YEIDA in respect of such bids.

17. Clarifications

- 17.1. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided in clause 9.1 so as to reach Authority on or before..... XXXXXXXXXXXX 2017. All Bidders attending pre bid meeting shall submit their queries/seeking clarifications/suggestions in written.
- 17.2. The Authority shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 17.3. The Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Bidders by way of a common communication. All clarifications and interpretations issued by the Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Authority or its employees or representatives or Bidders shall not in any way or

manner be binding on the Authority. Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or Bidders.

- 17.4. Authority will provide adequate information/ support to the assist Bidders in the formulation of their application or response to this bid document.
- 17.5. Further, to assist in the process of evaluation of Proposals, YEIDA may, at its sole discretion, ask any Bidder/Bidders for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

18. Proposal Evaluation

- 18.1. To assist in the examination, evaluation, and comparison of Proposals, YEIDA may utilize the services of advisor(s).
- 18.2. The bids will be evaluated by the Evaluation Committee to be constituted by the Chief Executive Officer of YEIDA.
- 18.3. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 16. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document.
- 18.4. The envelopes containing the Technical Proposal of the Bidders who do not meet the Technical Criteria shall not be considered for further process.

19. Technical Proposal Screening

- 19.1. The Technical Proposals of the Bidders would be screened as per the procedure set out in this Document.

20. Negotiations

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

21. Notifications

- 21.1. YEIDA will notify the Successful Bidder by a Letter of Intent (LoI) that its bid has been accepted.

22. Acknowledgement of LoI and Execution of Project Agreement

- 22.1. Within one (1) week from the date of issue of the LoI, the Successful Bidder shall acknowledge the LoI and return the same, duly accepted, to YEIDA. The Successful Bidder shall execute the Project Agreement within two (2) weeks of the issue of LoI.
- 22.2. YEIDA will promptly notify other bidders that their bids have been unsuccessful.
- 22.3. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LoI shall constitute sufficient grounds for the annulment of the LoI, and forfeiture of the bid security. In such an event, YEIDA reserves the right to:
 - 22.3.1. Either invite the next best Bidder for negotiations, or
 - 22.3.2. Take any such measure as may be deemed fit in the sole discretion of YEIDA, including annulment of the bidding process.

4 Section IV: Evaluation and Selection Process

4.1 Eligibility criteria

Participation shall be open to:

- 4.1.1 Urban Designers
- 4.1.2 Architects i.e those who are registered with the Council of Architecture under the Architects Act, 1972 on the date of announcement of the competition and thereafter.
- 4.1.3 Firms in which any one of the partners shall be registered with the Council of Architecture under the Architects Act, 1972 on the date of announcement of the competition and thereafter. 1
- 4.1.4 Neither the Promoter of the competition, Assessor/s engaged for the competition nor any of their associate, partner or employee shall compete, assist a competitor or act as an architect or joint architect for the competition project.

Competitor may be requested to submit a proof of qualification, copy of his valid Registration certificate issued by the Council of Architecture.

4.2 Technical evaluation

- 4.2.1 Proposalsof of those Bidders who satisfy the Eligibility criteriaas given above in clause 4.1 will be termed as "Pre-qualifiedBidders". The credentials of all the members in case of a consortium/JV shall be considered for technical evaluation. Further detailed evaluation of only "Pre-qualifiedBidders" shall be done. All the "Pre-qualifiedBidders" need to give Presentation to a Committee constituted by the CEO of the Yamuna Expressway Industrial Development Authority in respect of understanding of services, credentials and strategy to handle all the tasks as stated in the ToR
- 4.2.2 The Scoring criteria to be used for evaluation shall consider the following aspects of the design: Context and Relevance, Innovation and Creativity, Efficiency and Feasibility and Communication and Presentation.
- 4.2.3 Each proposal shall be scored on a scale of 1 (Least) to 10 (Highest) by the Committee constituted by the CEO of the Yamuna Expressway Industrial Development Authority.
- 4.2.4 The Committee constituted by the CEO of the Yamuna Expressway Industrial Development Authority will select 3 designs which the committee finds have the highest ranked average score and the most appropriate design that captures the vision and mission of the Authority.

4.3 Financial evaluation

- 4.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 4.3.
- 4.3.2 Financial bids of the 3 selected designs shall be opened and the selection of shall be made on the basis of the quoted (lump sum) price for the entire project. However, the committee or the CEO shall have an option to negotiate with the lowest bidder to finalize the final price for the project.
- 4.3.3 YEIDA will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the RFP within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The

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financial scores of other proposals will be computed as follows:

$$S_f = 100 \times F_m / F$$

S_f is the financial score, F_m is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration

- 4.3.4 The Architect shall also quote a figure and a timeline for supervision of construction of the proposed design.
- 4.3.5 If there is a discrepancy between words and figures, the amount in words shall prevail.

4.4 Combined and final evaluation

- 4.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_t \times T_w + S_f \times F_w$$

Where **S** is the combined score, and **T_w** and **F_w** are weights assigned to Technical Proposal and Financial Proposal that shall be **0.75** and **0.25** respectively.

- 4.4.2 The selected Bidder shall be the first ranked Bidder. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 20, 22 and 22.4, as the case may be.

5 Section V: General terms and conditions

- 5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, YEIDA shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, YEIDA shall, without prejudice to its any other rights or remedies, forfeit the Bid Security or Performance Security
- 5.2 Without prejudice to the rights of YEIDA under Clause 5.1 hereinabove and the rights and remedies which YEIDA may have under the LOA or the Agreement, if an Bidder or Bidder, as the case may be, is found by YEIDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Bidder shall not be eligible to participate in any tender or RFP issued by YEIDA during a period of 2 (two) years from the date such Bidder or Bidder, as the case may be, is found by YEIDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 5.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of YEIDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of YEIDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Bidder/ adviser of YEIDA in relation to any matter concerning the Project;
 - (b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by YEIDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

- 5.4** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the District Courts of Gautama Buddha Nagar and High Court of Allahabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.5** YEIDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information to support legal aspects;
 - (c) retain any information and/or evidence submitted to YEIDA by, on behalf of and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.6** YEIDA reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

5.7 Notices

- 5.7.1 Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.
- 5.7.2 A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address

5.8 Authorized representatives

- 5.8.1 Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Authority or the Successful Bidder may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

5.9 Taxes and duties

- 5.9.1 The Bidder and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, and/or State Government Act the amount of which is deemed to have been included in the Contract Price.

5.10 Termination

- 5.10.1 By the Authority (YEIDA)

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause 5.10.1. In such an occurrence the Authority shall give a not less than fifteen (15) days' written notice of termination to the Bidder, and thirty (30) days' in the case of the event referred to in (v).

- i. If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- ii. If the Bidder becomes insolvent or bankrupt.
- iii. If the Bidder, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.17 hereof.

5.10.2 By the Bidder

The Bidder may terminate the Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 5.10.2

- i. If the Authority fails to pay any money due to the Bidder pursuant to the Contract and not subject to dispute pursuant to Clause 5.17 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- ii. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- iii. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 5.17 hereof.

5.11 Payment upon termination

Upon termination of the Contract pursuant to Clauses 5.10.1 or 5.10.2, the Authority shall make the following payments to the Bidder: (a) payment pursuant for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause SC 5.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

5.12 Obligations of the Bidder

5.12.1 General

5.12.2 The Bidder shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Bidders or third Parties Standard of Performance

5.12.3 The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology

and safe and effective equipment, machinery, materials and methods. Confidentiality

5.12.4 Except with the prior written consent of the Authority, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

5.12.5 Bidder's Actions

The Bidder shall inform the Authority in writing before taking any of the following actions:

- i. Entering into a subcontract for the performance of any part of the Services,
- ii. Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the Bidder

5.12.6 Reporting Obligations

The Bidder shall submit to the Authority the reports and documents specified in deliverables section of RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.

5.12.7 Documents prepared by the Bidder to be the property of the Authority

- i. All designs, modals, concepts, plans, reports, other documents and software submitted by the Bidder under this Contract shall become and remain the property of the Authority, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. All the original images should be submitted to the Authority.
- ii. The Bidder should also compulsorily share all the soft copies with each and every deliverable of the workings, calculations and other documents.
- iii. The Bidder may retain a copy of such documents and software. However, for any future use of these documents, the Bidder should take approval of the Authority.

5.12.8 Accounting, Inspection and Auditing

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

5.13 Bidder's Personnel

5.13.1 Description of Personnel

The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

5.13.2 Removal and/or replacement of Personnel

- i. Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

- ii. If the Authority finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- iii. The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.14 Obligations of the Authority

5.14.1 Assistance and Exemptions

The Authority shall use its best efforts to ensure that it shall provide the Bidder such assistance as reasonably required for the execution of the project.



5.15 Good Faith

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

5.16 Settlement of Disputes

- 5.16.1 In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.
- 5.16.2 In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in GautamBudh Nagar, India. The language of arbitration shall be English.
- 5.16.3 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
- 5.16.4 The Parties agree that the Courts at GautamBudh Nagar and High Court at Allahabad shall alone have jurisdiction

5.17 Addition and alteration

- 5.17.1 If it is found after call of tender for development and construction of the project, that the acceptable tender is not within the amount sanctioned then the Bidder shall if so desired by the Authority take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Bidder shall not be paid anything extra for such modification. If the Authority is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Bidder shall submit a revised estimate expeditiously for obtaining revised approval.
- 5.17.2 The Bidder shall not make any deviation, alterations, additions to or omission from the work shown/described and awarded to the Bidder except through and with prior approval of the CEO, YEIDA or any other officer authorized by him, in writing.

5.18 Number of drawing sets and copy right

- 5.18.1 All the estimates, bill of quantities with detailed measurements, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings or other services/ utilities (internal and external) would be supplied by the Bidder as required for submission to all the local bodies and other authorities plus sets required by the Authority itself being no less than ten sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the property of the Authority and it will have the right to use the same anywhere else but only at its own risk and responsibility.
- 5.18.2 The Bidder should compulsorily submit soft copies of work deliverables, workings etc. along with all the work deliverables.
- 5.18.3 The drawings cannot be issued to any other person, firm or authority, except to the associates and sub Bidders of the Bidder or used by the Bidder for any other project. No copies of any drawings

or documents shall be issued to anyone except the Authority and / or its authorized representative.

5.19 Abandonment of work

- 5.19.1 If the Bidder abandon the work for any reasons whatsoever or become incapacitated from acting as Bidder as aforesaid, the Authority may make full use of all or any of the drawings prepared by the Bidder and that the Bidder shall be liable to pay such damages as may be assessed by the Authority subject to a maximum of 10% (Ten percent) of the total fee payable to the Bidder under this agreement or fees paid till time of abandonment whichever may be higher.
- 5.19.2 Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Bidder shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

5.20 Guarantee

- 5.20.1 The Bidder shall agree to re-design at his cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within six months from the date of start of regular use of the portion of work affected.
- 5.20.2 The Authority shall grant right of access to the Bidder of these portions of the work claimed to be defective for inspection.
- 5.20.3 The Authority may make good the loss by recovery from the dues of the Bidder in case of failure to comply with the above clause.

5.21 Determination or recession of Agreement

- 5.21.1 The Authority without any prejudice to its right against the Bidder in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:
- 5.21.2 If the Bidder being a firm/company shall pass a resolution or the court shall make any order that the firm/ company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 5.21.3 If the Bidder is in breach of any of terms of agreement
- 5.21.4 When the Bidder has made himself liable for action under any of the cases aforesaid the Authority shall have powers:
 - To determine or rescind the agreement
 - To engage another Bidder to carry out the balance work debiting the Bidder the excess amount if any so spent

5.22 General

- 5.22.1 The Bidder shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any and also ensure that the work is carried out in accordance with drawings, specifications and conceptual plan.
- 5.22.2 The Authority will get the work of Bidder and/or his sub- Bidders supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimate and designs.
- 5.22.3 The appointment of the Authority's own supervisory staff, if any, does not absolve the Bidder of his responsibility of general supervision. The Bidder shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy their requirement.
- 5.22.4 The Bidder hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the Authority in respect of any proprietary rights or copy right on the part of any other party relating to the plans, Modals and drawings.
- 5.22.5 The Bidder shall indemnify and keep indemnified the Authority against any such claims and against all cost and expenses paid by the Authority in defending itself against such claims.
- 5.22.6 It is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the Bidder.

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PART II

APPENDICES

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o Section VI. Appendices

This part of the document provides pro-forma for providing the information.

Authorized signatory of the Bidders must sign each page of the bid to be submitted to YEIDA.

✓



6.1 Form – T1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To

General Manager (Planning)

Yamuna Expressway Industrial Development Authority
(A Govt. of U.P. Undertaking)
First Floor, Commercial Complex, P-2, Sector- Omega I,
Greater YEIDA, GautamBudh Nagar, Uttar Pradesh, PIN: 201308
Tel: +91.120.2395153/7/8, Fax: +91.120.2395150
Email: yeaplng@rediffmail.com

Subject: RFP FOR DESIGN COMPETITION OF AN ENTRY POINT FOR THE YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

Dear Sir,

We, the undersigned, offer to provide the consulting assignment/job in subject for Yamuna Expressway Industrial Development Authority in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical and Financial Proposal, in a sealed envelope. We confirm that we have read the RFP document in totality and abide by the terms and conditions stated in the document.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

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6.2 Form – F1

Date:

To

General Manager (Planning)

Yamuna Expressway Industrial Development Authority
First Floor, Commercial Complex, P-2, Sector- Omega I,
Greater YEIDA, GautamBudh Nagar, Uttar Pradesh, PIN: 201308
Tel: +91.120.2395153/7/8, Fax: +91.120.2395150
Email: yeaplng@rediffmail.com

Sub: RFP FOR DESIGN COMPETITION OF AN ENTRY POINT FOR THE YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

Format for Price Bid and Letter

[On the Letterhead of the Bidder]

Sir,

In response to the RFP documents, we hereby offer our financial bid of Rs _____ (Rupees in words _____).

We abide by the above offer and terms and condition of the RFP, if YEIDA selects us as the Preferred Bidder.

Yours faithfully,

(Signature of Authorised Signatory)

(NAME, TITLE, ADDRESS, DATE)

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6.3 Site Location

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