



New Okhla Industrial Development Authority

Request for Proposals

for

Selection of Firm for Providing
Technology/Solutions for Improvement of
Water Quality in Noida City on BOT Basis
(10 Years)

March 2020

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New Okhla Industrial Development Authority

**Administrative Complex Sector 6, Noida -
201301, District. Gautam Budh Nagar,
Uttar Pradesh, India**

Request for Proposal (RFP)

March, 2020

Notice: Request for Proposal (RFP) for Selection of Firm for Technology/Solutions for Improvement of Water Quality in Noida City on BOT Basis (10 Years).

New Okhla Industrial Development Authority (NOIDA), intends to engage Firm for Technology/Solutions for Improvement of Water Quality in Noida City on BOT Basis, details of which have been provided in the RFP document.

NOIDA invites proposals for – Drinking Water Sector, from national/ international firms/ organizations/ institutions, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the websites <https://www.noidaauthorityonline.in/en/tenders?cd=OAA1AA%3D%3D>.

Important Information & tentative dates are given in section -1 of the RFP.

Interested applicants are requested to submit their response to the RFP in a sealed envelope through Speed Post/ Registered Post or deliver by hand super scribing –**Selection of Firm for Technology/Solutions for Improvement of Water Quality in Noida City on BOT Basis (10Years)** on top of the envelope to the following address on or before 18/06/2020, Time :- 5:00P.M

The submission must be addressed to:

Shri B.M
PokhriyalDy.G.M (Jal)
New Okhla Industrial Development Authority
Sector-5, NOIDA (U.P) Pin code-201301
Email ID :- bmpokhriyaldgmnoida@gmail.com

Disclaimer

The information contained in this Request for Proposals (**RFP**) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own field survey, data collection and analysis. To check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Firm and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Additional Costs	As in Item H of Form-2 of Appendix-II
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
BOT	Build–Operate–Transfer
CEO	Chief Executive Officer
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Firm	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Paragraph 8 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Final Evaluation Report	As specified in Paragraph 10 of Schedule-1
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Paragraph 8 of Schedule-1
IMF International Monetary Fund	
Key Date or KD	As defined in Paragraph 9 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.3.3(a)
NOIDA	New Okhla Industrial Development Authority

Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.6
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3
US\$	United States Dollar
WG	As defined in Paragraph 12 of the TOR

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION

1.1. Background

- Constituted under the U.P. Industrial Area Development Act, 1976, NOIDA has now emerged as a planned, integrated, modern industrial city which is well connected to the capital of India i.e. Delhi through a network of roads, national highways and the ultra - modern DND flyover, offering inter - road linkages to all parts of the country.
- Spread over an area of 20,316 hectares, with many sectors fully developed, NOIDA offers a pollution-free high standard of living and highly supportive industrial environment with its unique infrastructure.
- Noida Authority is committed for the augmentation of water supply in Noida and has taken many steps in this direction. Authority has ensured average availability of 150LPCD (Litre per capita per day) in residential areas of filtered Ganga Jal through an efficient network of water treatment plants (WTP), Ranney well, Tube Well and about 1300-1400 (Approx.) kms of water mains & distribution system.
- The Noida Authority aim to fulfill the goal of Government of Uttar Pradesh and Government of India to provide safe potable water to their consumers under the flagship program of Jal Shakti Abhiyan.

- 1.1.1 In pursuance of the above, the NOIDA Authority has decided to carry out the process for **selection of a Firm for Technology/Solution for Improvement of Water Quality in Noida City on BOT Basis (10 Years)**(the-**Project**)in accordance with the Terms of Reference specified at Schedule-1 (the-**TOR**).

1.2. Request for Proposals

- 1.2.1 The NOIDA Authority invites proposals (the —**Proposals**) for selection of a Firm for providing solution/Technology for the improvement of Water Quality of Noida city, who shall conduct, **its own field survey, data collection and analysis**, in accordance with the TOR.

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

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the NOIDA Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4. Availability of RFP Document

The document can be downloaded from the Official Website of the Noida Authority (<https://www.noidaauthorityonline.in/en/tenders>) & <https://etender.up.nic.in/nicgep/app>

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the-**PDD**).

1.6. Brief description of the Selection Process

The NOIDA Authority has adopted a two-stage selection process (collectively the **-Selection Process**) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the **-Selected Applicant**) while the second ranked Applicant will be kept in reserve.

1.7. Currency conversion rate and payment

- For the purposes of technical evaluation of Applicants, as per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund (IMF) for the relevant date.
- All payments to the Firm shall be made in INR in accordance with the provisions of this RFP. The Firm may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Firm.

1.8. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries/clarifications	[20 days prior to PDD]
2. Pre-Proposal Conference	[16 days prior to PDD]
3. Authority response to queries	[11 days prior to PDD]
4. Proposal Due Date or PDD	18 th June 2020
5. Opening of Proposals	On Proposal Due Date
6. Letter of Award (LOA)	[Within 15 days of PDD]
7. Signing of Agreement	Within 10 days of LOA
8. Validity of Applications	90 days of Proposal Due Date

1.9. Pre-Proposal Queries

Prospective Applicants may address their queries to the nodal officer specified below:

Shri B.M Pokhriyal
Dy.G.M (Jal) , NOIDA
Sector-05, NOIDA
M:- 9205691027
Shri Mukesh Kumar Jain
Sr. Manager (Jal) M:- 9205691151
Shri Rakesh Kumar
Manager (Jal) M:- 9205691473
Email ID :- bmpokhriyaldgmnoida@gmail.com

1.10. Pre-Proposal Conference

Venue: To be communicated on the NOIDA Authority website

Further details regarding the Pre-proposal will be updated on the official website of the Authority. Applicants may register for the same on or before Date by submitting the following details of their representatives attending the pre-proposal conference at the email address mentioned in clause 1.11: Name, Designation, Company, Mobile number, Email Address, Sectors/Packages of interest.

1.11. Communications

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

Shri B.M Pokhriyal

Dy.G.M (Jal)

New Okhla Industrial Development Authority

Sector-5, NOIDA (U.P)

Uttar Pradesh, 201301.

Email ID :- bmpokhriyaldgmnoida@gmail.com

1.11.2 The Official Website of the Authority is:

<https://www.noidaauthorityonline.in/>

Note: Please open <http://noidaauthorityonline.in/en/tenders\cd=OAA1AA%3D%3D> to access all the posted and uploaded documents related to this RFP.

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP for Selection of Firm for Technology/Solutions for Improvement of Water Quality in Noida City on BOT Basis (10Years).

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Scope of work are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the service provided, it may participate in the Selection Process either individually (the **Sole Firm**) or as lead member of a consortium of firms (the **Lead Member**) in response to this invitation. The term applicant (the **Applicant**) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Firm shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Firm shall form a multi-disciplinary team for undertaking this assignment. The Firm shall consist of the following key personnel (the **Key Personnel**). The key personnel will comprise of core team and non-core team who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Core Team (Expected to be deployed full time over the entire duration of the assignment and to be scored as a part of the bid evaluation)	
Team Leader (the Team Leader)	<p>S/He will lead, co-ordinate and supervise the multidisciplinary team for delivering the Services in a time bound manner as envisaged in this RFP and act as a focal point to the Authority throughout the duration of the project.</p> <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> ● Overall execution of the project. ● Accountable leadership providing guidance, problem solving support and leading discussions with senior stakeholders ● Ensure all deliverables and milestones are satisfactorily delivered.

Deputy Team Leader	<p>S/He will assist the Team lead in leading, coordinating and supervising the multidisciplinary team for time bound completion of project.</p> <p>S/He will be responsible for:</p> <ul style="list-style-type: none"> ● Leading day-to-day management of the team ● Project management of the project as per agreed activities, timelines and deliverables ● Communication related activities ● Drive discussions with senior officials in the NOIDA Authority. ● Sending periodic updates, and highlighting challenges in project execution
Monitoring and Evaluation Expert	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> ● Organizing and overseeing the use of qualitative and quantitative evaluation techniques ● Designing primary data collection tools like discussion guides for focus group discussions, agenda for in-depth interviews and household-level survey questionnaires and prepare a data analysis plan. ● Ensuring data quality of the primary data collected and the use of latest analytical tools for qualitative and quantitative data analysis
CAD/GIS Specialist	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> ● Shall be responsible for CAD/GIS Map preparation and updation.
<p>Non-core Team (Expected to be deployed based on approach and methodology adopted for the assignment and requirements of the client, but not to be evaluated as a part of the bid)</p>	

Information Technology Specialist	<p>S/He will be responsible for:</p> <ul style="list-style-type: none"> ● Providing database support, standardization etc. Reviewing and assessing application of IT for project implementation, M&E etc. ● Ensuring IT-based primary data collection, surveys etc. ● Providing analysis, insights and inputs focusing on the cross-sectional themes of use of IT/Technology in driving efficiency. ●
Drinking Water Specialist	<p>S/he will be responsible for:</p> <ul style="list-style-type: none"> ● Providing subject matter/sector/domain expertise of the proposed Project ● Shall be responsible for water quality monitoring at point source and consumer end also. ● Fine tuning the methodology, preparation of analysis plan, listing of secondary data sources, investigator training and tool/ questionnaire design based on sector expertise.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the **-Conditions of Eligibility**) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

- (A) **Technical Capacity:** The Applicant should be a Private/ Public limited company or partnership firm or expert institution with operations in India. Individuals are not eligible to participate in this RFP. The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 3 (three) Eligible General Assignments and 1 (one) Eligible Specific Assignments as specified in Clause 3.1.4. The Applicant (Bidder) should not have been blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment.
- (B) **Financial Capacity:** The Applicant shall have received a minimum income of **Rs. 50** (fifty) crores per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or services to its clients.
- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Core Team (Expected to be deployed full time over the entire duration of the assignment and to be scored as a part of the bid evaluation)			
Team Leader	Postgraduate degree in Public Health/ Ph.D. in related field(s).	25 years	S/he should have led the team for 2 (two) Eligible General Assignments and 1 (one) Eligible Specific Assignment. S/he should have an experience of minimum 15 years in Drinking Water sector

Deputy Team Leader	MBA or Postgraduate Diploma in Management or equivalent	15 years	S/He should have participated in at least 2 (two) Eligible General Assignments and been deputy leader of 1 (one) Eligible Specific Assignment.
Monitoring and Evaluation Expert	Postgraduate degree in International Development, Economics, Econometrics, Political Science, Statistics or related fields. Diploma/training courses in M&E or Evaluations research preferred.	10 years	S/He should have undertaken M&E advisory and analysis for at least 1 (one) Eligible General Assignments and 2 (two) Eligible Specific Assignment.
CAD/GIS Specialist	Graduate in a relevant discipline	5 years	S/He should have undertaken in the use of CAD/GIS for water network drawing works and analysis for at least 2 (two) Eligible General Assignments and 1 Eligible Specific Assignment and should have experience of leading at least 1 evaluation of large-scale projects preferably government projects.
Non-core Team (To be deployed based on approach and methodology adopted for the assignment and requirements of the client, but will not be evaluated as a part of the bid)			
Information Technology Specialist	B. Tech/ B.E. or equivalent in Information Technology, Computer Applications or Masters in Computer Applications or related fields	7 years	S/He should have undertaken technological support for 2 (two) Eligible General Assignments

Drinking Water Specialist	Postgraduate degree in Environmental Engineering/ Hydrology/Water Resources Management or related field(s). Ph.D. is preferred	10 years	S/He should have experience in the field of Conjunctive use of water, planning and management, conducting Surveys, Investigations, estimation of re-charge, Withdrawals and Utilization of Ground Water, Ground Water Balance and Ground Water Monitoring including Water Quality. S/He should have undertaken 2 (two) Eligible General Assignments
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- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors¹ stating its total revenues from professional fees during each of the (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, 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 Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

¹ \$ No separate annual financial statements should be submitted.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process (the - **Conflict of Interest**). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Firm provides professional, objective, and impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Firm shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Applicant, its consortium member (the **Member**) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the **Subject Person**) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- 2.3.3.1 a constituent of such Applicant is also a constituent of another Applicant;or
- 2.3.3.2 such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate;or
- 2.3.3.3 such Applicant has the same legal representative for purposes of this Application as any other Applicant;or
- 2.3.3.4 such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant;or
- 2.3.3.5 there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Firm) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Firm will depend on the circumstances of each case. While providing services to the Authority for this particular assignment, the Firm shall not take up any assignment that by its nature will result in conflict with the present assignment;or
- 2.3.3.6 a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;or

the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribedsharecapital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a)above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the **-Associate**). As used in this definition, the expression **-control** means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide service for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment granted by banks/ lenders at any time; provided further that this restriction shall not apply to advisory services performed for the Authority in continuation of this or any subsequent advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Firm shall include a partner in the firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Firm, as the case may be, and any Associate thereof.

2.4 Number of Proposals

RFP have been invited for Drinking Water Sector.

No Applicant or its Associate shall submit more than one Application. An Applicant applying individually or as an Associate shall not be entitled to submit another application for the same either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Verification of information

Applicants are encouraged to submit their respective Proposals after verification of the documents, within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for reevaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, the entire consortium may be disqualified/rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 **Terms of Reference**
- 2 **Form of Agreement**
 - Annex-1: Terms of Reference Annex-2:
Deployment of Personnel
 - Annex-3: Estimate of Personnel Costs
 - Annex-4: Approved Firm(s) Annex-5:
Cost of Services
 - Annex-6: Payment Schedule
 - Annex-7: Bank Guarantee for Performance Security
- 3 **Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Proposed Methodology and Work Plan

Form-8: Abstract of Eligible Assignments of Applicant

Form-9: Abstract of Eligible Assignments of Key Personnel

Form-10: Eligible Assignments of Applicant

Form-11: Eligible Assignments of Key Personnel

Form-12: Curriculum Vitae (CV) of Key Personnel

Form-13: Deployment of Personnel

Form-14: Survey and Field Investigations

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

Form-3: Estimate of Personnel Costs

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for (name of Assignment)"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the **-Documents**) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked—ORIGINAL. In addition, the Applicant shall submit 2 (two) copies of the Proposal, along with Documents, marked—COPY. In the event of any discrepancy between the original and its copies, the original shall prevail.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the **-Authorized Representative**) as detailed below:

2.13.3.1 by the proprietor, in case of a proprietary firm; or

2.13.3.2 by a partner, in case of a partnership firm and/or a limited liability partnership; or

2.13.3.3 by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

³§ While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

2.13.3.4 by the Authorized Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the **-Technical Proposal**).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

2.14.2.1 The Bid Security is provided

2.14.2.2 All forms are submitted in the prescribed formats and signed by the prescribed signatories;

2.14.2.3 Power of Attorney, if applicable, is executed as per Applicable Laws;

2.14.2.4 CVs of all Professional Personnel have been included;

2.14.2.5 Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;

2.14.2.6 no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

2.14.2.7 the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;

2.14.2.8 the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

2.14.2.9 Professional Personnel proposed have good working knowledge of English language;

2.14.2.10 Key Personnel would be available for the period indicated in the TOR;

2.14.2.11 No Key Personnel should have attained the age of 75 (seventy-five) years at the time of submitting the proposal; and

2.14.2.12 the proposal is responsive in terms of Clause 2.22.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Project to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the **Professional Personnel**) in their respective areas of expertise and managerial/support staff (the **Support Personnel**) such that the Firm should be able to complete the Project within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Project. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Firms in specific areas of expertise. Credentials of such Firms should be submitted in Form-15 of Appendix-I. A Firm, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Firm either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Firm, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the **-Financial Proposal**) clearly indicating the total cost of the Technology/solution on BOT For 10 years (Item [G] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Firm name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

- Do not open, except in presence of the Authorized Person of the NOIDA Authority

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked “**Technical Proposal**” and the other clearly marked “**Financial Proposal**”. The envelope marked –Technical Proposal shall contain:

- (i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- (ii) Bid security
- (iii) as specified in Clause 2.20.1

The envelope marked –Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Service for Improvement of Water quality in Noida City by providing Technology/Solution on BOT Basis and discharge of all obligations of the Firm under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted at or before 11:00 (A.M) on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal DueDate.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionallymarked–MODIFICATION,–SUBSTITUTIONor–WITHDRAWAL, asappropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall bedisregarded.

2.20 Bid Security

- 2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. in the form of a Demand Draft issued by one of the Nationalised/ Scheduled BanksinIndiainfavourof.....payable at.....(the —**Bid Security**l), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the of the service in accordance with the provisionsthereof.
- 2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interestfree.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the followingconditions:
- (a) If an Applicant submits a non-responsiveProposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of thisRFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time totime;

- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

221.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

221.2 An amount equal to 10% (ten per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

222.1 The Authority shall open the Proposals at hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked—Technical Proposal shall be opened first. The envelopes marked—Financial Proposal shall be kept sealed for opening at a later date.

222.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

222.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;

- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2224 The 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 the Authority in respect of such Proposals.

2225 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2226 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2227 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants 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 or Selection.

2228 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 Applicant if the Project is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to

require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

224.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

224.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OFFIRM

2.25 Negotiations

225.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Firm under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

225.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

225.3 The Authority will examine the credentials of all Firms proposed for this Project and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

226.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

226.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except

for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Firm. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Firm shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Project

After selection, a Letter of Award (the **LOA**) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Firm shall commence the Services within 3 (three) days of the date of the Agreement, or such other date as may be mutually agreed. If the Firm fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Firm, as the case

may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Firm to the Authority in relation to the Service provided shall be the property of the Authority. The Firm shall make suitable arrangements for the preservation of data collected during the field survey, such as filled in schedules, tabulation or working sheets, reports, photographs etc, relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the field survey shall be transferred to the authority. No data collected in context of the field survey may be destroyed or otherwise disposed off or given to any other organization/individual, unless so approved by the Authority.

3. CRITERIA FOREVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced within 2 working days during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	25	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible General and Specific Assignments; (ii) overall professional income, experience and capacity of the firm.
2.	Proposed Methodology and Work Plan	20	Evaluation will be based on the quality of submissions.
3.	Relevant Experience of the Key Personnel	55	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for the comparative size and quality of Eligible Assignments

3(a)	Team Leader	20	
3(b)	Deputy Team Leader	10	
3(c)	Monitoring and Evaluation Expert	5	
3(d)	CAD/GIS Specialist	5	
3(e)	Information Technology Specialist	5	
3(f)	Drinking Water Specialist	10	
Grand Total		100	

While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Applicant/ Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

3.14 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ Project assignments shall be deemed as eligible assignments (the **-Eligible Assignments**) as follows:

- (i) Advisory/Project assignments in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of design, implementation, evaluation etc. of government programs shall be deemed as eligible general assignments (the **-Eligible General Assignments**)
- (ii) Evaluation studies involving quantitative and qualitative research, household surveys etc. in India granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authorities, public sector entities etc. in respect of government programs shall be deemed as eligible specific assignments (the **“Eligible Specific Assignments”**)

Provided that the Applicant firm claiming credit for an Eligible General Assignment shall have, prior to PDD, received professional fees of at least Rs..... for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

Provided further that if the Applicant firm is taking credit for an Eligible Specific Assignment, such assignment shall have been completed prior to PDD and the Applicant shall have received professional fees of at least Rs.....

Note: Applicants **cannot** provide the same assignment(s) under both General and Specific assignments mentioned above

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

3.3.3 The Authority 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 fulfil its obligations as per the TOR within the total quoted price shall be that of the Firm. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) 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, which shall be 0.80 and 0.20 respectively.

- 342 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case maybe.

4. FRAUD AND CORRUPT PRACTICES

4 The Applicants 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, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Firm, as the case may be, is found by the Authority 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 Applicant or Firm shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Firm, as the case may be, is found by the Authority 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.

4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

4 **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 the Authority 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 therefrom, 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 the Authority, 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 Firm/ adviser of the Authority in relation to any matter concerning the Project;

- ⓪ **-fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- ⓪ **-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;
- ⓪ **-undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- ⓪ **-restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the RFP document from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 61 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State Uttar Pradesh in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 62 The Authority, 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 Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; 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 Applicant.
- 63 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 64 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 65 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.3)

**Selection of Firm for Technology/Solutions for Improvement of
Water Quality in Noida City on BOT Basis (10 Years)**

Terms of Reference (TOR)

for

TECHNICAL FIRM

Contents

- 1. Background of Water Quality in Noida City and Detailed scope of work**
- 2. Objectives**
- 3. TimeSchedule**
- 4. Deliverables andTimelines**
- 5. PaymentSchedule**
- 6. Indicative Structure of the Final EvaluationReport**
- 7. Support from NOIDA**
- 8. Reporting**
- 9. Meetings**
- 10. Miscellaneous**

Terms of Reference (TOR)

Background of Water Quality in Noida City

Water is an important resource for sustaining life, a basic necessity of every person, and being a public good, its management is of utmost importance. Non-sustainable water resource management and a decline in water quality affect human health and endanger the ecosystem at large. To fulfill the water demands due to increasing population and Industrial developmental activities has resulted in more use of groundwater than the surface water resource which has led to a shortage of groundwater, due to that the groundwater quality is deteriorating day by day because of disposal of massive industrial effluents and other activities in Noida city.

Presently water supplied to the consumers of Noida through WTP and supplemented by Ranney wells and Tube wells.

The main **issue and challenges** of water quality parameters vis Total Hardness, Total Dissolved Solids (TDS), Iron and other parameters which fall under moderately poor category along with problem faced by consumers at frequent intervals.

DETAILED SCOPE OF WORK

- 1.To Study of available data and reports, relevant information from NOIDA Authority, past study water quality reports and understanding present groundwater and Ganga water supply Quality.
- 2.The Firm should be held accountable for providing a comprehensive and robust Technology/solution to ensure water quality from a point source to consumer end with a high-level water quality monitoring system with 3-Stage testing (24x7) and maintain it for the period of 10 years on BOT Basis.
- 3.The possibility of utilizing groundwater scientifically is being explored seriously, particularly in terms of quality standards for drinking purposes.
- 4.The Technology/Solution should be economically viable and designed in such a way that it would meet the quality and quantity for the present and future population demand and also it should intend water conservation.
- 5.Technology / Solution should be implemented by the firm in such a way that it should meet the water quality standards as per IS-10500, CPHEEO Guidelines and Standards provided by the NOIDA Authority.
- 6.The Firm should be superintended for providing the quality of potable water for the duration of services with the NOIDA Authority.

Hence, it is essential to carry out a comprehensive and more detailed Field survey, data collection and analysis for Technology/Solution for the Improvement of Water Quality in Noida City on BOT Basis for 10 years.

1. Objectives

a. Water Quality Analysis

- i. Firm should provide Technology/Solution to achieve standard parameter at the source point (Ranney wells and Tube wells).
- ii. To understand the status of the Drinking Water Quality Parameters in terms of convenient access, adequacy and quality, equity and sustainability of drinking water.
- iii. To assess the impact of these parameters and provide Technology/Solution to improve the Water Quality for Noida City and maintain it.
 - Hygiene & health seeking behaviour and KAP (Knowledge, attitude and practices) towards Water Quality.
 - Impact on Public Health (morbidity, mortality, malnutrition, etc.) & Out-of-pocket expenditure on health
 - Conjunctive use of water
 - Environment & Economy

b. TECHNOLOGY/SOLUTION

- i. To provide a comprehensive and robust Technology/solution to ensure water quality from point source to consumer end with high level water quality monitoring system from Point source to consumer end with 3-Stage testing (24x7) on physical, organic, inorganic, radiological and microbiological parameters and maintain it for the period of **10 years on BOT Basis**.

NOTE:

· This project is based on Build–operate–transfer i.e. after the completion of a period of 10 years the whole setup will be transferred to the NOIDA Authority.

*No separate payment would be done for transfer or any process of the technology/solutions after the completion of 10 Years.

· NOIDA Authority would set up a committee for the selection of the firm and the supervision of the project.

2. TimeSchedule

The schedule is as follows:

S. No	Activity	Deadline
1	Release of RFP 2020
2	Last date for receiving queries/requests for clarifications 2020
3	Pre-Proposal Conference 2020
4	Final date for submission of bids 2020
5	Award of contract2020

3. Deliverables & Timelines

- a. Inception report with final scope, methodology and approach.
- b. Mid-term report with initial findings of the Field Survey.
- c. Draft evaluation report for Authority consultations.
- d. Final Evaluation Report after incorporation of inputs.

All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with NOIDA Authority. This will include detailed transcriptions of key informant and focus group discussions as well as raw data from Field survey in MS Excel/CSV format.

Timelines for the above deliverables would be as follows:

Sr. No	Activity	Deadline
1	Award of contract	T
2	Inception report	T+15 days
3	Finalization of inception report based on comments by Authority	T+17 days
4	Mid-term report	T+45 days
5	Sign-off on the mid-term report based on comments by Authority	T+48 days
6	Draft evaluation report	T+85 days
7	Comments on draft evaluation report by Authority	T+92 days
8	Sign-off on the Final Evaluation Report	T+100 days

4. PaymentSchedule

The payment schedule linked to the specified deliverables above is given below:

Key Date No.	Description of Deliverables	Year	Payment
KD1	Inception report approved by Authority		20%
KD2	Mid-term report approved by Authority		30%
KD3	Draft evaluation report		30%
KD4	Final Evaluation Report approved by Authority		20%
	Total		100%

^{\$} Excludes the time taken by the Authority in providing its comments on the Draft evaluation report. The Firm shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided.

5. Indicative Structure of the Final EvaluationReport⁶:

A. ExecutiveSummary

B. Introduction

C. Background to theStudy

- C.1. Objectives of theStudy
- C.2. Scope of theStudy
- C.3. Structure ofReport

D. Approach andMethodology

- D.1. OverallApproach
- D.2. Field SurveyMethodology

⁶ This is an indicative structure, which will evolve through the project timeline.

E. Water Quality Analysis

E.1. Issues & Challenges

(This should outline what the key gaps and bottlenecks in the sector are and why they continue to exist. This will include a root cause analysis, implementation challenges, policy/structural challenges, negative externalities etc.)

F. Recommendations and Technology/Solutions

(These should be provided based on the pillars of Relevance, Effectiveness, Efficiency, Sustainability, Impact and Equity and should also correspond to the issues and challenges as identified above.)

G. Conclusions

G.1. Final Complete Action Plan along with relevant reports.

It is to be ensured that Final Report submitted is in the proper format, well- designed and readable.

6. Support from NOIDA

A detailed list of scheme-specific information required for better contextual understanding of the Firm is given in **Appendix IV** of the RFP.

7. Reporting

- a. The Firm will work closely with the Authority. The Authority has established a Working Group (the-WG) to enable conduct of this assignment. A designated Officer of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Firm's outputs, facilitating discussions, and ensuring required reactions and responses to the Firm.
- b. The Firm may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- c. The Firm will make a presentation on the inception report, mid-term report and draft evaluation report for discussion with the WG at a meeting. This will be a working document. The Firm is required to prepare and submit a Monthly update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Firm work on the TOR tasks should continue while the report is under consideration and is being discussed.
- d. Regular communication with the WG and the Officer is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- e. The Deliverables will be submitted as per schedule provided in this RFP.

8. Meetings

The Authority may review with the Firm, any or all of the documents and advice forming part of the service, in meetings and conferences which will be held at the Authority's office. The expenses towards attending such meetings during the period of service, including travel costs and per diem, shall be reimbursed in accordance with the Financial Proposal contained in Form-2 of Appendix-II of the RFP. The days required to be spent at the office of the Authority shall be computed at the rate of 8 (eight) man hours a day in case of an outstation Firm. For a Firm having its office within or near the city where the Authority's office is situated, the time spent during meetings at the Authority's office shall be calculated as per actuals. No travel time shall be payable.

9. Miscellaneous

- a. The Firm shall have/establish an office in Noida/NCR, for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at the Office. The authorised officials of the Authority may visit the Firm's Project Office or field locations any time during office hours for inspection and interaction with the Firm's Personnel. It is not expected of the Firm to carry out the operations from the Head/Home Office.
- b. The Firm shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.
- c. All the study outputs including primary data shall be compiled, classified and submitted by the Firm to the Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority.

SCHEDULE-2
(See Clause 2.1.3)

AGREEMENT

FOR

**RFP for Selection of Firm for Technology/Solutions
for Improvement of Water Quality in Noida City on
BOT Basis.**

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AGREEMENT

Selection of Firm for Technology/Solutions for Improvement of Water Quality in Noida City on BOT Basis

This AGREEMENT (hereinafter called the **-Agreement**) is made on the..... day of the month of..... 20..., between, on the one hand, the CEO, Noida Authority (hereinafter called the **-Authority** which expression shall include their respective successors and permitted assigns, unless the..... context otherwise requires) and,..... on the other hand,..... (hereinafter called the **-Firm** which expression shall include their respective successors and permitted assigns).

WHEREAS

- A) The Authority vide its Request for Proposal for Selection of Technology for Improvement of water Quality in Noida City on BOT Basis (10 Years) (hereinafter called the **-Firm**) for the..... Project (hereinafter called the **-Project**),
- B) the Firm submitted its proposals for the aforesaid work, whereby the Firm represented to the Authority that it had the required professional skills, and in the said proposals the Firm also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C) the Authority, on acceptance of the aforesaid proposals of the Firm, awarded the Project to the Firm vide its Letter of Award dated (the **-LOA**); and
- D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **-Additional Costs** shall have the meaning set forth in Clause 6.1.2;
- (b) **-Agreement** means this Agreement, together with all the Annexes;
- (c) **-Agreement Value** shall have the meaning set forth in Clause 6.1.2;
- (d) **-Applicable Laws** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

- (e) **-Confidential Information** shall have the meaning set forth in Clause 3.3;
- (f) **-Conflict of Interest** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) **-Dispute** shall have the meaning set forth in Clause 9.2.1;
- (h) **-Effective Date** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **-Government** means the Government of ;
- (j) **-INR, Re. or Rs.** means Indian Rupees;
- (l) **-Member**, in case the Firm consists of a joint venture or consortium of more than one entity, means any of these entities, and **-Members** means all of these entities;
- (m) **-Party** means the Authority or the Firm, as the case may be, and **Parties** means both of them;
- (n) **-Personnel** means persons hired by the Firm or by any Firm as employees and assigned to the performance of the Services or any part thereof;
- (o) **-Resident Personnel** means such persons who at the time of being so hired had their domicile inside India;
- (p) **-RFP** means the Request for Proposal document in response to which the Firm's proposal for providing Services was accepted;
- (q) **-Services** means the work to be performed by the Firm pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **-Firm** means any entity to which the Firm subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **-Third Party** means any person or entity other than the Government, the Authority, the Firm or a Firm.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.12 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;

- (c) RFP;and
- (d) Letter ofAward.

1.2 Relation between theParties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Firm. The Firm shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalfhereunder.

1.3 Rights andobligations

The mutual rights and obligations of the Authority and the Firm shall be as set forth in the Agreement, in particular:

- (a) the Firm shall carry out the Services in accordance with the provisions of the Agreement;and
- (b) the Authority shall make payments to the Firm in accordance with the provisions of theAgreement.

1.4 Governing law andjurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in Englishlanguage.

1.6 Table of contents andheadings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of thisAgreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Firm, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Firm's Representative set out below in Clause 1.10 or to such other person as the FirmmayfromtimetotimedesignatebynoticetotheAuthority;

provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Firm may from time to time specify by notice to the Authority;

- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Firm; provided that if the Firm does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Firm.

1.9 Authority of Member-in-charge

In case the Firm consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Firm's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.101 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Firm, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.102 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

Tel:

Mobile:

Email:

1.103 The Firm may designate one of its employees as Firm’s Representative. Unless otherwise notified, the Firm’s Representative shall be:

.....

.....

Tel:.....

Mobile:.....

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Firm shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the ~~Effective Date~~).

2.2 Commencement of Services

The Firm shall commence the Services within a period of 3 (three) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Firm does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Firm, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Firm shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Firm hereunder.

2.5 Entire Agreement

251 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Firm arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

252 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

271 Definition

(a) For the purposes of this Agreement, **Force Majeure** means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Firm or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

272 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken

all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

273 Measures to betaken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

274 Extension of time

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

275 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Firm shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

276 Discussion

Not later than 30 (thirty) days after the Firm has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Firm, suspend all payments to the Firm hereunder if the Firm shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Firm to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Firm of such notice of suspension.

2.9 Termination of Agreement

291 By the Authority

The Authority may, by not less than 30 (thirty) days written notice of termination to the Firm, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Firm fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Firm becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Firm submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Firm knows to be false;
- (e) any document, information, data or statement submitted by the Firm in its Proposals, based on which the Firm was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

292 By the Firm

The Firm may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Firm pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Firm that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Firm may have subsequently granted in writing) following the receipt by the Authority of the Firm's notice specifying such breach;
- (c) as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

293 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Firm's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Firm's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

294 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Firm and equipment and materials furnished by the Authority, the Firm shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

295 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Firm (after offsetting against these payments any amount that may be due from the Firm to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Firm's personnel.

296 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE FIRM

3.1 General

3.1.1 Standards of Performance

The Firm shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Firms or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Firm is specified in the Terms of Reference (the **-TOR**) at Annex-1 of this Agreement. The Firm shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Firm shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Firm, as well as the Personnel and agents of the Firm and any Firm, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Firm shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Firm and Affiliates not to be otherwise interested in the Project

The Firm agrees that, during the term of this Agreement and after its termination, the Firm or any Associate thereof and any entity affiliated with the Firm, as well as any Firm and any entity affiliated with such Sub- Firm, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to Project/ advisory services provided to the Authority in continuation of this Project or to any subsequent Project/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Firm shall include a partner in the Firm's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Firm, as the case may be, and any Associate thereof.

323 Prohibition of conflicting activities

Neither the Firm nor its Firm nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

324 Firm not to benefit from commissions, discounts, etc.

The remuneration of the Firm pursuant to Clause 6 hereof shall constitute the Firm's sole remuneration in connection with this Agreement or the Services and the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Firm shall use its best efforts to ensure that any Firm, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

325 The Firm and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **Prohibited Practices**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Firm, without being liable in any manner whatsoever to the Firm, if it determines that the Firm has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

326 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Firm is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Firm shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Firm is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

327 For the purposes of Clauses 3.2.5 and 3.2.6, 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 actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of 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 adviser the Authority in relation to any matter concerning the Project;
- (b) **-fraudulent practice** means a misrepresentation or omission of facts or suppression 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 person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **-undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Firm, its Firms and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Firm, its Firms and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Firm is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Firm, its Firms and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Firm, its Sub- Firms and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Firm, its Firms and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Firm, its Firms and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Firm or its Firms or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Firm or its Firms or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Firm

34.1 The Firm's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

34.2 The Firm shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

34.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Firm or on the part of any person or firm acting on behalf of the Firm in carrying out the Services, the Firm, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- (i) for any indirect or consequential loss or damage;and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Firm may be entitled to receive from any insurance maintained by the Firm to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

34.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Firm's liability, if any, for damage to Third Parties caused by the Firm or any person or firm acting on behalf of the Firm in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Firm

- 351 (a) The Firm shall, for the duration of this Agreement, take out and maintain, and shall cause any Firm to take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Firm shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Firm fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Firm, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Firm, and the Firm shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Firm and the Firm shall procure an undertaking from the insurance company to this effect; provided that in the event the Firm has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Firm or require an undertaking to that effect.
- 352 The Parties agree that the risks and coverages shall include but not be limited to the following:
- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs.;
- (b) Employer's liability and workers compensation insurance in respect of the Personnel of the Firm and of any Firm, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of –Any One Accident(AOA) and –Aggregate limit on the policy period(AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Firm shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Firm's costs and charges);and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Firm's actions requiring the Authority's prior approval

The Firm shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Firm and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Firm shall remain fully liable for the performance of the Services by the Sub-Firm and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Firm shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Firm to be property of the Authority

39.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as **Project Documents**) prepared by the Firm (or by the Sub-Firms or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Project Documents shall vest with the Authority. Any Project Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Project Document is created and the Firm agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Firm.

39.2 The Firm shall, not later than termination or expiration of this Agreement, deliver all Project Documents to the Authority, together with a detailed

inventory thereof. The Firm may retain a copy of such Project Documents. The Firm, its Firms or a Third Party shall not use these Project Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

393 The Firm shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as Claims‘) which may arise from or due to anyunauthorised use of such Project Documents, or due to any breach or failure on part of the Firm or its Firms or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of theAuthority.

3.10 Equipment and materials furnished by theAuthority

Equipment and materials made available to the Firm by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Firm shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Firm shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Firm shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority’s official, who has been authorized by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Firm and verify the records relating to the Services for hissatisfaction.

3.12. Accuracy of Documents

The Firm shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Firm or arises out of its failure to conform to good industry practice. The Firm shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey /investigations.

4. FIRM’S PERSONNEL ANDFIRMS

4.1 General

The Firm shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment ofPersonnel

- 421 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Firm's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and person day rates are specified in Annex-3 of this Agreement.
- 422 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Firm by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 423 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Firm, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 431 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 432 If the Firm hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Firm may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Firm and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave,etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Firm's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Firm shall ensure that any absence on leave will not delay the progress and quality of theServices.

4.6 Resident Team Leader and ProjectManager

The person designated as the Team Leader of the Firm's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Firm shall designate a suitable person as Project Manager (the **Project Manager**) whoshallberesponsiblefordaytodayperformance of the Services.

5. OBLIGATIONS OF THEAUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Firm, its Firms and Personnel with work permits and such other documents as may be necessary to enable the Firm, its Firms or Personnel to perform theServices;
- (b) facilitate prompt clearance through customs of any property required for the Services;and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of theServices.

5.2 Access to land andproperty

The Authority warrants that the Firm shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Firm as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) theadditional payments, if any, to be made to the Firm as a result thereof pursuant to Clause6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Firm in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Firm under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Firm under this Agreement, the Authority shall make to the Firm such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE FIRM

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Firm is set forth in Annex- 5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the **-Agreement Value**). The Parties agree that the Agreement Value is Rs..... (Rupees.), which does not include the Additional Costs specified in Annex-5 (the **-Additional Costs**).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Firm in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Firm shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows: -

(a) No Mobilisation Advance shall be paid.

- (b) The Firm shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Firm fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Firm completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
 - (ii) The Authority shall pay to the Firm, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Firm to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the -Due Date). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Firm and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Firm specifying in detail, the deficiencies in the Services. The Firm shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Firm to the Authority within 30 (thirty) days after receipt by the Firm of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Firm in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) 10% (ten per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Firm upon execution of the Agreement. In the event the Agreement does not get executed within 1 (one) year of the Effective Date the Final Payment shall not become due to the Firm, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 18 (eighteen) weeks from the Effective Date, including travel costs and personnel costs, at the agreed rates.
- (g) All payments under this Agreement shall be made to the account of the Firm as may be notified to the Authority by the Firm.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Authority shall retain by way of performance security (the — **Performance Security**), 10% (ten per cent) of all the amounts due and payable to the Firm, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Firm at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Firm hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2 The Firm may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Firm and such error or variation is the result of negligence or lack of due diligence on the part of the Firm, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Firm by way of deemed liquidated damages, subject to a maximum of 10% (10 per cent) of the Agreement Value

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Firm, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Firm in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Firm for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on

the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOODFAITH

8.1 GoodFaith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OFDISPUTES

9.1 Amicablesettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretationthereof.

9.2 Disputeresolution

921 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, andsonotifiedinwritingbyeitherPartytotheotherParty(~~the~~**Dispute**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause9.3.

922 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to anyDispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon CEO, NOIDA and the Chairman of the Board of Directors of the Firm or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolvedas evidenced by the signing of written terms of settlement within 30

(thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

941 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the ~~Rules~~), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

942 There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment¹⁰ shall be made in accordance with the Rules.

943 The arbitrator shall make a reasoned award (the ~~Award~~). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Firm and the Authority agree and undertake to carry out such Award without delay.

944 The Firm and the Authority agree that an Award may be enforced against the Firm and/or the Authority, as the case may be, and their respective assets wherever situated.

945 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Firm:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

¹⁰ Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crores, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crores, the provision for a Board shall be retained.

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-4

Payment Schedule

(Refer Clause 6.3)

Key Date No.	Description of Deliverables	YEAR	Payment
KD1	Inception report approved by Authority		20%
KD2	Mid-term report approved by Authority		30%
KD3	Draft evaluation report		30%
KD4	Final Evaluation Report approved by Authority		20%
	Total		100%

⁵ Excludes the time taken by the Authority in providing its comments on the Draft evaluation report. The Firm shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided.

Notes:

- 1. The above payments shall be made to the Firm provided that the payments to be made at any time shall not exceed the amount certified by the Firm in its Statement of Expenses.*
- 2. All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later thanfrom the date of receiving a draft report and in case no comments are provided within such....., the Firm shall finalise its report. Provided, however, that the Authority may take upto..... in providing its comments on the Draft evaluation report.*
- 3. Draft evaluation report shall be completed in excluding the time taken by the Authority in providing its comments on the Draft evaluation report. The Firm may take 1 (one) week for submitting its Final Evaluation Report after receipt of comments from the Authority.*

Annex- 5

Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

.....
.....
.....

In consideration of acting on behalf of the [CEO of Noida Authority] (hereinafter referred as the—**Authority**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at..... (hereinafter referred as the—**Firm** which expressions shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), videtheAuthority’s Agreement no.....dated.....valuedatRs..... (Rupees), (hereinafter referred to as the—**Agreement**) the assignment for Project services in respect of the Project, and the Firm having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We,(hereinafter referred to as the—**Bank**) at the request of the Firm do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or by reason of the Firm’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.(Rupees).

3. We, (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Firm shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required

for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Firm and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Firm or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.crore (Rupees crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Firms should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Firms should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a Firm or between Firms and present or future contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and Firms:
 - (i) Potential Firm should not be privy to information from the Authority which is not available to others;
 - (ii) potential Firm should not have defined the project when earlier working for the Authority;
 - (iii) potential Firm should not have recently worked for the Authority overseeing the project.
 - (b) Firms and contractors:
 - (i) No Firm should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no Firm should be involved in owning or operating entities resulting from the project; or
 - (iii) no Firm should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by Firms. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the Firms become aware of them.

5. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Firms drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
6. Another form of conflict of interest called—scope—creep arises when Firms advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Firms. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Firms to extend the length of their assignment.
7. Every project contains potential conflicts of interest. Firms should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

TECHNICAL PROPOSAL

Form-1

Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Sub:

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Firm for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Firm for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;

- (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Firm, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
 9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Firm.
 10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Service for the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.¹¹\$
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Firm or in connection with the Selection Process itself in respect of the above mentioned Project.
 14. The Bid Security of Rs.....(Rupees.....) in the form of a Demand Draft is attached, in accordance with the RFP document.

¹¹\$ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz.-Except as specified in Schedulehereto. The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the Firm, I/we agree to enter into an agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 21 I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Firm:
1.2	Title of Project:
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:

	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this Project assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a Firm or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a Firm/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p>

	Yes/No
	If yes, does the Applicant agree that it will only be acceptable as Firm, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Firm?
	Yes/No
	If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of Firm/ adviser for the Authority only?
	Yes/No
	(Signature, name and designation of the authorised signatory)
	For and on behalf of.....

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....
.....
.....

Dear Sir,

Sub: RFPfor: Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal¹²§), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of.....

¹²§ Please strike out whichever is not applicable

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we,(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the -**Authorised Representative**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the **Firm for Technology/Solution for the Improvement of Water Quality in Noida City** for the Project, proposed to be developed by the (the -**Authority**) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required

procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.

- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5

Financial Capacity of the Applicant
(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$}In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible General Assignments ^{\$}	No. of Eligible Specific Assignments ^{\$}
					Name of Firm	Employed Since		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

^{\$}Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than twopages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than fourpages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR, including approach, methodology, sampling, criteria for selection etc. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence, locations and timelines of important activities in the form of a Gantt chart, and provide a quality assurance plan for carrying out the ProjectServices.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant[§]
(Refer Clause 3.1.4)

S.No	Name of Project	Name of Client	Estimated cost of Project/Assignment (in Rs. crore/ US\$ million)	Payment ^{§§} of professional fees received by the Applicant (in Rs.crore)	Type of Assignment (General/Specific) As per Clause 3.1.4
(1) [‡]	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{§§} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

[‡] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Key Personnel[§]
(Refer Clause 3.1.4)

Name of Key Personnel:

Designation:

S.No	Name of Project [§]	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Person days spent	Type of Assignment (General/Specific) As per Clause 3.1.4
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

[§] Use separate Form for each Key Personnel.

^{§§} The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Type of Assignment (General/Specific) as per Clause 3.1.4	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
8.	Payment received by the Applicant (in Rs. crore):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Notes:

1. Use separate sheet for each EligibleProject.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of theApplicant.
3. Exchange rate for conversion of US \$ shall be as per Clause1.7.1.

APPENDIX-I

Form-11

Eligible Assignments of Key Personnel
(Refer Clause 3.1.4)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Type of Assignment (General/Specific) as per Clause 3.1.4	
5.	Name of Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
12.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Notes:

1. Use separate sheet for each EligibleProject.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the KeyPersonnel.
3. Exchange rate for conversion of US \$ shall be as per Clause1.7.1.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-13

Deployment of Personnel

S.No.	Designation	Name	Person Days (PD)		Week Numbers																			
			On Field	In Office	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																								
2.																								
3.																								
4.																								
5.																								
6.																								
7.																								
8.																								
9.																								
10.																								
11.																								
Total Person days																								

APPENDIX-I

Form-14

Survey and Field Investigations

Item of Work/ Activity	To be carried out/ prepared by		Week																		
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Dear Sir,

Subject: **Appointment**

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal

S.No	Name of Project	Costs	Amounts (In Indian Rupees) In Figures In Words
1	All activities including Taxes		

(Name and signature of authorised signatory)

Note:

1. No escalation on any account will be payable on the above amounts.
2. All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.
3. The Authority may require the Key Personnel to visit the Project/ the Authority's offices for further consultations/discussion after their Report has been accepted.
4. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
6. Separate sheet if required may be attached.

APPENDIX - III
LIST OF BID-SPECIFIC PROVISIONS¹³

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.11.3: Amendment of RFP.

Note: The above footnotes marked -\$ shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked -\$ in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

¹³§ This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicant