

**Expression of Interest cum Request for Proposal for Selection of Consultant/Agency for
Preparation of Detail Project Reports (DPRs) of IWMPP Projects-2011-12**



EOI cum RFP/ Bid Document



**State Level Nodal Agency, Integrated Watershed Management Programme
Department of Land Development and Water Resources
Uttar Pradesh, Lucknow.
23C, Gokhale Marg, Lucknow.**

Expression of Interest cum Request for Proposal for selection of Consultant/Agency for Preparation of Detail Project Reports (DPRs) of IWMP Projects 2011-12.

Govt. of Uttar Pradesh through State Level Nodal Agency, Integrated Watershed Management Programme (IWMP), Department of Land Development & Water Resources is interested in preparation of the Detail Project Reports (DPRs) of IWMP projects 2011-12 from outside consultant/agency. The activities involved in DPRs preparation from outside consultant/agency are as follows:-

S. No.	Description of activities for DPRs preparation
1	2
1	Matching/Rectification of satellite Data with ground realities.
2	Digitization of Cadastral and other Maps.
3	(1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/Watershed Development Plan Map etc.
4	Compilation/Tabulation of various data.
5	Data analysis and development of strategic plans.
6	DPR writing, printing, and binding including documentation of DPR formats, cover page and other necessities etc.

- The agency should have ISO-9001-2008 Certification. Average annual turnover of the applicant/agency in the last three financial years (2009-10, 2010-11 & 2011-12) must not be less than ` **1.00 crore** which should be audited and certified by C.A.
- Bid document for selection of consultant/agency can be obtained from SLNA's State Level Data Centre (SLDC), Deptt. of Land Development and Water Resources, **23C, Gokhle Marg, Lucknow** from **11:00Hrs. to 16:00 Hrs.** on all working days from **07.12.2012 to 19.01.2013** on payment of `**5,000/- (Five thousand only)** in the form of a Demand Draft or Bankers' cheque drawn on any schedule bank in India in favour of Chief Executive Officer, State Level Nodal Agency, payable at Lucknow. The document can also be downloaded from the departmental website <http://upldwr.up.nic.in>. In case the document is downloaded; the applicant shall have to deposit the aforesaid cost of document at the time of submission of the proposal.
- Amendments/corrigendum, if any, would be posted on the Departments' website only.
- RFP/Bid proposals including technical and financial bids, on prescribed forms accompanying the bid security of `**2.00 lakh (Two lakh only)** in the form of a Demand draft issued by any Nationalized or Scheduled Banks in India (**Page 16**) in favour of Chief Executive Officer State Level Nodal Agency payable at Lucknow.
- Incomplete offers/proposals or those received after specified time and date or not fulfilling the specified requirements will not be considered.

Office Address:-

SLDC/SLNA,
Deptt. of Land Development and Water Resources,
23C, Gokhle Marg, Lucknow,
Phone: 0522-4005337

(ANAND KUMAR SINGH)
Chief Executive Officer/Joint Secretary

Expression of Interest cum Request for Proposal for Selection of Consultant/Agency for Preparation of Detail Project Reports (DPRs) of IWMP Projects 2011-12.

EOI cum RFP/ BID DOCUMENT

1. INTRODUCTION

1.1 Project Brief:

The Government of Uttar Pradesh through State Level Nodal Agency Department of Land Development and Water Resources is implementing the Integrated Watershed Management Program (IWMP) in almost all the districts of the State. The program is launched by Department of Land Resources Ministry of Rural Development Govt. of India financed on the basis of 90:10 by central and State Governments respectively. The program includes the overall development of rain fed areas of the state by conserving rainfall/runoff water, checking soil erosion and managing watershed on sustainable basis by planning suitable watershed development/soil and water conservation measures such as contour bunding, gully plugging, check dams water harvesting structures etc. along with afforestation social/agroforestry, horticulture etc. 56% of the project cost is earmarked for this. To uplift socio economic conditions of land less/assetless, SC/ST, women and other weaker sections of the watershed community, suitable livelihood/income generating activities are planned and implemented through SHGs. 9% of the project cost is provided for this component. Land owning farmers are also encouraged to improve their farming/production system by enhancing crop yield using quality seed, balanced fertilizer, organic farming and latest package of practices. Programme of animal husbandry and micro-enterprises are also integrated with farming system. 10% of the project cost is earmarked for this component.

Before implementation of project, Detail project report (DPR) of IWMP projects has to be prepared showing planning of watershed development works, livelihood activities, production systems & micro enterprises. Detail year wise action plans/phasing of all the activities along with their design, drawing & estimates is to be included in the DPR.

In preparation of the DPR some activities are to be conducted by the department /PIA where as some of the activities are proposed to be performed by the outside agencies. A brief description of the activities to be performed by the outside agencies is given below:-

S. No.	Description of activities for DPRs preparation
1	2
1	Matching/Rectification of satellite Data with ground realities.
2	Digitization of Cadastral and other Maps.
3	(1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/Watershed Development Plan Map etc.
4	Compilation/Tabulation of various data.
5	Data analysis and development of strategic plans.
6	DPR writing, printing, and binding including documentation of DPR formats, cover page and other necessities etc.

Details of the Mandal district and IWMP projects for which DPRs are to be prepared are as under:-

S.N.	Name of the Mandal	No. of the district	No. of IWMP Projects	Remarks
1	2	3	4	4
1	Agra	5	9	1. The Districts 57. 2. No. of projects 121. 3. Area of projects 1000-5000 ha. Districts, No. of projects & Area of projects may vary.
2	Aligarh	2	5	
3	Allahabad	4	9	
4	Azamgarh	3	6	
5	Bareilly	4	7	
6	Banda	1	1	
7	Basti	3	6	
8	Devipatan (Gonda)	4	9	
9	Gorakhpur	4	11	
10	Faizabad	4	8	
11	Hamirpur	1	3	
12	Jhansi-2 (Lalitpur)	1	2	
13	Kanpur	4	10	
14	Lucknow	6	13	
15	Meerut	1	2	
16	Mirzapur	3	10	
17	Moradabad	4	4	
18	Varanasi	3	6	
	Total	57	121	

1.1.2 With a view to getting theDetail project reports (DPRs) prepared, the department of Land Development and Water Resource has decided to inviteExpression of Interest (EOI) for selection of proper agencyfor the same through open competitive bidding process.

(a) The Applicants may bid for any number of districts or cluster of districts but for this applicant shall have to engage separate team of required key personnel for the districts applied for.

The Scope of Work shall be in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

1.2 Request for Proposal

The SLNA/Department invites Proposals (the "Proposals") for selection of Outside Agency (the "Agency") who shall prepare DPRs of IWMP projects in the program districts. The cost estimates of preparing DPR of an IWMP project on the formats provided/to be down loaded or as per format/instructions of State and Central Government, involving the activities mentioned as above.

1.2.2 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 SLNA/SLDC and the Project Sites.

1.3 Availability of EOI-cum-RFP Document

Bid document for selection of consultant/agency can be obtained from SLNA's State Level Data Centre (SLDC), Deptt. of Land Development and Water Resources, **23C, Gokhle Marg, Lucknow** from **11:00Hrs. to 16:00 Hrs.** on all working days from **07.12.2012 to 19.01.2013** on payment of **`5,000/- (Five thousand only)** in the form of a Demand Draft or Bankers' cheque drawn on any schedule bank in India in favour of Chief Executive Officer, State Level Nodal Agency, payable at Lucknow. The document can also be downloaded from the departmental website <http://upldwr.up.nic.in>. In case the document is downloaded; the applicant shall have to deposit the aforesaid cost of document at the time of submission of the proposal.

1.4 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**").

1.5 Brief description of the Selection Process

The SLNA/ Department has adopted a two stage selection process (collectively the "**Selection Process**") in evaluating the proposals. 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.

1.6 Schedule of Selection Process

The Department/ SLNA would endeavour to adhere to the following schedule:-

Event Description	Date
Date of Advertisement	04.12.2012
Last Date for receiving queries/clarifications	26.12.2012
Pre-Proposal Conference	07.01.2013 (Time & Venue shall be published on Website of Deptt.
Department's response to queries	16.01.2013
Proposal due date (PDD)	21.01.2013 upto 14:00 hrs.
Opening of Proposal	21.01.2013 at 15:00 hrs.

1.7 Pre-Proposal Visit to the Site and Inspection of Data

Prospective applicants may visit the site and review the available data at any time prior to proposal due date (PDD) at their own risk and cost.

1.8 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be communicated separately onwebsite <http://www.upldwr.nic.in>

1.9 Communications

1.9.1 All communications including the submission of proposal should be addressed to:

<u>Name of Officer</u>	<u>Address</u>	<u>Phone/Fax/E-mail</u>
Chief Executive Officer	State Level Nodal Agency/State Level Data Center, IWMP, 23C, Gokhale Marg, Lucknow-226001(Uttar Pradesh)	Phone:0522-4005337 Fax:0522-4005337 Email:sldcldwrlu-up@nic.in

1.9.2 The **Official Website** of the Department/ SLNA is:- <http://www.upldwr.up.nic.in>

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

EOI-cum-RFP Notice No:.....Lucknow, Dated:.....

Request for Proposal for selection of Consultant/Agency for preparation of detailed project report of IWMP projects.

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 Consultancy/work for DPR preparation of watershed projects are specified in this RFP. In case and applicant firm possesses the requisite experience and capabilities required for undertaking the DPR preparations/work, it may participate in the selection process either as lead member of a consortium/joint ventures of firms of not more than three partners (the "**Lead Member**"), State/Central Government Institutions, Organizations, firms and Societies etc in response to this invitation. The term Applicant (the "**Applicant**") means (the "Lead Member")/ State/Central Government Institutes/Organizations/firm/Societies as the case may be. The Applicant applying in consortium/joint ventures shall have to submit information regarding technical and financial capacities as per clause 2.2.2 (A), 2.2.2 (B) & 2.2.2 (C) for the organization as a whole. The manner in which the proposal is required to be submitted, evaluated and accepted is explained in this RFP. The bidding firm/consortium shall have to attach legal documents regarding registration of company/firm/MOU among the members of consortium.

2.1.2 Applicants are advised that the selection of applicant shall be on the basis of an evaluation by the SLNA /Department 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 Department/SLNA's decision will prevail over any right of appeal whatsoever.

2.1.3 The Applicant shall submit its proposal in the form and manner specified in Part-II of this 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 SLNA /Department in form specified in Schedule-2 on the general stamp of **Rs.100/ (Rs. One hundred only)**

2.1.4 Key Personnel

The DPR Preparation Team shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Team Leader cum Watershed Management Expert (the " Team Leader ")	He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Detailed Project Report (DPR).
Soil and Water Conservation Engg. Expert	He will be responsible for preparation of DPR along with detail strategic and action plans with regard to Soil and Water Conservation/Watershed development, works/measures planned including capacity building at various levels.
Expert Agriculture/Horticulture Forestry	He will be responsible for preparation of DPR along with detail strategic and action plans with regard to horticulture/ forestry, Livelihood, Production system and micro enterprises works/measures planned including capacity building at various levels.
Expert Animal Husbandry	He will be responsible for preparation of DPR along with detail strategic and action plans with regard to Animal Husbandry/Dairy/veterinary programs along with other Livelihood, Production

	system and micro enterprises works/measures planned including capacity building at various levels.
GIS Expert	He will responsible for Preparation of various thematic maps indicated, digitization of maps and application of GIS in the preparation of DPR.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided therein. 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 fulfill the following:

(A) **Technical Capacity:** The Applicant shall have, over the past three years preceding the PDD undertaken a minimum of three watershed managements projects as eligible assignments out of which at least two should be for DPR preparation and at least 10 DPRs of watershed management projects have been prepared. The information must be given in prescribed form-8 of RFP supported with certificate from client/employer.

(B) **Eligible Assignments:**

- (i) Survey and planning of Soil and Water conservation/watershed development works along with livelihood, production system & micro enterprises including social mobilization, capacity building and preparation of DPR for at least 10 watershed management projects costing Rs.25 (Twenty five) crore.
- (ii) Any project involving planning, implementation, monitoring and evaluation of Soil and Water conservation/Watershed Development or other projects costing Rs. 5.00 (five) crore.

(C) **Financial Capacity:** The Applicant shall have received a minimum income of Rs. 1.00 Crores per annum average of the three financial years preceding the PDD (FY-2009-10, 2010-11 & 2011-12) from professional fees, consultancy etc. for preparation of DPRs of watershed projects or implementation of the said projects. The information has to be submitted on Form-5 duly signed and certified by authorised signatory and Chartered Accountant/Statutory Auditor. **Information in any other format other than on Form-5 shall not be accepted.**

(D) **Availability of Key Personnel:** The Applicant shall offer and make available all key personnel meeting, the requirements as following:-

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignment
Team Leader cum Watershed Management Expert (Team Leader)	Graduate/ Post Graduate in Agriculture /Agricultural Engg./ Soil and Water Conservation/Civil Engg./ M. Tech (soil & Water conservation Engg.)	10 Years	Should have worked as leader/ head of a team for five Eligible Assignments out of which at least three should be for DPR preparation of Watershed Management projects.
Expert in Soil and Water Conservation Engineering	Graduate/ Post Graduate in Soil & Water Conservation Engg./Agricultural Engg.	05 Years	Should have worked with team as Soil & Water Conservation Engineering Expert for at least three assignment of DPR preparation of Watershed Management Projects

Expert Agric/ Horticulture Forestry Expert	Post Graduate/ PhD in Soil Science/Agronomy/Soil Conservation & Water Management/ Horticulture /Forestry	05 Years	Should have worked with team as Agriculture/Horticulture/Fores try Expert for at least three assignment of DPR preparation of Watershed Management Projects
Expert Animal Husbandry/Dairy/ Veterinary Expert	Post Graduate/PhD in Animal Husbandry/ Veterinary science	05 Years	Should have worked with team as Animal Husbandry/Dairy/ Veterinary Expert for at least three assignment of DPR preparation of Watershed Management Projects
Expert GIS Expert	Graduate/ Post Graduate/Diploma in GIS	05 Years	Should have worked with team as GIS Expert for at least three assignment of DPR preparation of Watershed Management Projects

- 2.2.3 The Applicant shall enclose with its proposal, certificate(s) from its Statutory Auditors/Chartered Accountants stating its revenues from professional fees from consultancy assignment during the past three financial years (FY-2009-10, 2010-11& 2011-12) in form-5 of RFP.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central / State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.6 An Applicant 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 Department/ SLNA or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.
- 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.
- 2.2.8 Names of Key Personnel given in the proposal by the applicant and so evaluated by the Department/ SLNA shall be part of agreement.
- 2.2.9 All Key Personnel whose names are given in the proposal by the applicant shall have to be present at all presentations and discussions with SLNA/Department of Land Development and Water resources or the State Government officials, unless exempted or substituted by the Department.
- 2.2.10 All reports, final as well as interim, shall be signed by the respective Key Personnel in addition to the Team Leader.
- 2.2.11 There should be sufficient evidence to show that the Key Personnel have actually worked on the assignment.
- 2.2.12 Substitution of Key Personnel can only be done in accordance with Para-2.25 and not otherwise.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a conflict of Interest shall be disqualified. In the event of disqualification, the Department/ SLNA shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the SLNA/Departmentfor, inter alia, the time, cost and effort of the Department/ SLNA including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the SLNA/Departmentthereunder or otherwise.
- 2.3.2 SLNA/ Department requires that the Applicant provides professional, objective, and impartial advice and at all times hold the SLNA/Department interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Applicant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of theSLNA/Department.
- 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 considered to have a Conflict of Interest that effects the Selection Process, if:

- (i) the Applicant, its consortium/joint venture member (the "**Member**") or Associate (or any constituent thereof) and any other Applicant, its 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 an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 1% (one percent) of the paid up and subscribed share capital of such Applicant, Member of Associate; provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in Section 4A of the Companies Act 1956; or

Forpurposes hereof, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/Consortium/JV Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is as 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, whether by operation of lay or by contract or otherwise.

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has as relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (vi) if there is conflict among this and other consulting assignments of the Applicant (including its personnel and sub-Applicant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Applicant depend on the circumstances of each case. While providing consultancy services to the Department/ SLNA for this particular assignment, the Applicant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (vii) a firm which has been engaged by the Department/ SLNA to provide goods or works for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of project, and its members or associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant, its member or associate (or any constituent thereof) and the Concessionaire, 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 of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or sub-contractor(s) is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

2.4 Cost of Proposal

The Applicant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The SLNA/ Department will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the SLNA/ Department, applicable laws and regulations or any other matter considered relevant by them at his own cost and risk.

2.6 Acknowledgement by Applicant

2.6.1 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 SLNA / Department;
- (c) acknowledgement and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SLNA/Department 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 and 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.

2.6.2 The SLNA/Department 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 SLNA/ Department.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Department/ SLNA 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 obligations for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 The SLNA/Department reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the SLNA/Department, the supplemental information sought by the SLNA/Department for evaluation of the Proposal.

Such misrepresentation/improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then 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 SLNA/ Department 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 SLNA/ Department, including annulment of the Selection Process.

B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 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 practice
- 5 Miscellaneous

Schedules

- 1. **Terms of Reference**
- 2. **Form of Agreement**

- Annexure-1: Terms of Reference
- Annexure-2: Deployment of Personnel
- Annexure-3: Cost of Services
- Annexure-4: Payment Schedule

- 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:	Experience of Applicant
Form 9:	Experience of Key Personnel
Form 10:	Eligible Assignments of Applicant
Form 11:	Eligible Assignments of Key Personnel
Form 12:	CV of Professional Personnel
Form 13:	Deployment of Personnel

Appendix - II: Financial Proposal

Form 1:	Covering Letter
Form 2:	Financial Proposal

2.9 Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Department/ SLNA in writing before the date mentioned in the Schedule of Selection Process at Clause 1.6. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP"

The SLNA/Department shall endeavor to respond to the queries within the period specified therein. The responses will be sent by fax or e-mail. The SLNA/ Department will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document.

2.10 Amendment of RFP

- 2.10.1 At any time prior to the deadline for submission of Proposal, the SLNA/ Department 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 and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail. The Addendum/Amendment shall be treated as the part of the RFP and contract documents.
- 2.10.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP documents. The amendments will also be posted on the Official Website along the revised RFP containing the amendments and will be binding on all Applicants.
- 2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Department/ SLNA may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 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.

2.12 Format and signing of Proposal

- 2.12.1 The Applicant shall provide all the information sought under this RFP. The SLNA/Department would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2 The Applicant shall prepare and submit one original set and one copy of the Documents.

2.12.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue/black ink. All the alternations, 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 as detailed below:

- (i) by the proprietor, in case of proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorized person holding the Power of Attorney (the "**Authorized Representative**"), in case of a Limited Company or a corporation; or
- (iv) 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 or a notary public **only on the specified format at Form-4 of RFP shall accompany the Proposal.**

2.12.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Department/ SLNA, 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.

2.13 Technical Proposal

2.13.1 Applicants shall submit the technical proposal in the format at Appendix-I (the "**Technical Proposal**").

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

- (a) **CVs of all Professional Personnel have been submitted;**
- (b) **Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;**
- (c) **No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;**
- (d) **The CVs have been recently signed in blue/black ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/countersigned CVs shall be rejected;**
- (e) **The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; and**
- (f) **Professional Personnel proposed should have good working knowledge of English language.**

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the Proposal liable to be rejected.

2.13.4 If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of the SLNA/Department. The award of this Consultancy to the Applicant shall also be liable to cancellation in such an event.

- 2.13.5 The Technical Proposal shall not include any financial information.
- 2.13.6 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 Consultant should be able to complete the Consultancy 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 Consultancy. The CV of each Professional Personnel should also be submitted in the format at Form-12 of Appendix-I.
- 2.13.7 An Applicant may, if it considers necessary, propose suitable Sub-Applicants in specific areas of expertise. Credentials of such firms should be submitted in Form-15 of Appendix-I. A Sub-Applicant, however, shall not be a substitute for any Key Personnel.
- 2.13.8 The SLNA/Department reserve the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Department/ SLNA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the SLNA/Department hereunder.
- 2.13.9 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 Applicant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been 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 SLNA/Department without the SLNA / Department being liable in any manner whatsoever to the Applicant. In such an event, the SLNA/Department shall forfeit the Bid Security without prejudice.

2.14 Financial Proposal

- 2.14.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating per hectare cost of DPR preparation for treatable area of IWMP project including required activities in both figure and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.14.2 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 (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations, payment and remuneration to financial and legal personnel 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 except service tax. For the avoidance of doubt, it is clarified that all taxes except service tax 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.

2.15 Submission of Proposal

2.15.1 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 signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Department/ SLNA and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded version of the RFP and the original RFP issued by the Department/ SLNA, the later shall prevail.

2.15.2 The Proposal will be sealed in an outer envelope which will bear the address of the Department/ SLNA, RFP Notice no., Consultancy name as indicated at Clause 1.9.1 and 1.9.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorised Person"

If the envelope is not sealed and marked as instructed above, the Department/ SLNA assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.15.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'.

2.15.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the persons signing the Proposal.

2.15.5 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.

2.15.6 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.

2.15.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Department/ SLNA and discharge of all obligations of the Applicant under the Agreement.

2.16 Proposal Due Date

2.16.1 **Proposal should be submitted on or before 14:00 hrs of the Proposal Due Date** by specified at Clause 1.6 at the address provided in Clause 1.9 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

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

2.17 Late Proposals

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

2.18 Modification/substitution/withdrawal of Proposals

- 2.18.1 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 Department/SLNA prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.18.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16 with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" OR "WITHDRAWAL", as appropriate.
- 2.18.3 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 Department/SLNA, shall be disregarded.

2.19 Bid Security

- 2.19.1 The Applicant shall furnish as part of its Proposal, a Bid Security of **Rs. 2,00,000 (Rs. Two lacs) in the form of a Demand Draft issued by any of the Nationalized/ Scheduled Banks in India in favour of Chief Executive Officer, State Level Nodal Agency, Department of Land Development and Water Resources, payable at Lucknow,** returnable not later than 30 days from PDD except in case of the two qualified lowest financial bidders.
- 2.19.2 **Any Bid not accompanied by the Bid Security shall be rejected by SLNA/Department as non-responsive.**
The SLNA/Department shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.19.3 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the SLNA/Department any other right of remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the SLNA/Department as the mutually agreed pre-estimated compensation and damage payable to the SLNA/Department form inter alia, time, cost and effort of the SLNA/Department in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
 - (c) Is an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiation as required vide Clause 2.24.1;
 - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.28 and 2.29 respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

- 2.20.1 The SLNA/Department shall open the Proposals at 15:00 hours on the Proposal Due Date, at the place specified in Clause 1.9.1 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.
- 2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

- 2.20.3 **Prior to opening of Proposals, the SLNA/Department will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:**
- (i) **the letter of proposal in the format prescribed in Form-1 of Appendix-I is attached with technical proposal;**
 - (ii) **it is accompanied with Financial Proposal;**
 - (iii) **it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;**
 - (iv) **it is accompanied by the Bid Security as specified in Clause 2.20.1;**
 - (v) **it is signed, sealed, stitched, hard bound (not Spiral Bound) and marked as stipulated in Clause 2.13 and 2.16;**
 - (vi) **it is accompanied by the Power of Attorney only on the specified format given in Form-4 of RFP as mentioned in Clause 2.2.4;**
 - (vii) **it contains all the information (complete in all respects) as requested in the RFP;**
 - (viii) **it does not contain any condition or qualification; and**
 - (ix) **it is non-responsive in terms hereof.**
- 2.20.4 The SLNA/Department 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 SLNA/Department in respect of such Proposals.
- 2.20.5 The SLNA/Department would subsequently examine Proposals in accordance with the Selection Process specified in Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.20.6 After the technical evaluation, the SLNA/Department would prepare a list of eligible applicants obtaining 80% or more than 80% marks. A date, time and venue will be notified to all Applicants for opening of Financial Proposals. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The SLNA/Department will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposal would be carried out in terms of Clause 3.2.
- 2.20.7 Applicants are advised that Selection will be entirely at the discretion of the SLNA/Department. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.20.8 Any information contained in the Proposal shall not in any way be construed as binding on the SLNA/Department, its agents, successors or assigns, but shall be binding against the Applicant if the consultancy is subsequently awarded to it.
- 2.21 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 Advisor advising the SLNA/Department in relation to or matters arising out of, or concerning the selection process. The SLNA/Department will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The SLNA/Department 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 SLNA/Department.
- 2.22 Clarifications**
- 2.22.1 To facilitate evaluation of Proposal, the SLNA/Department 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 SLNA/Department for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

- 2.22.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be rejected. In case the Proposal is not rejected, the SLNA/Department 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 SLNA/Department.

E. APPOINTMENT OF CONSULTANT

2.23 Negotiations

- 2.23.1 The first marked Applicant (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 Applicant 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 80% marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the SLNA/Department.
- 2.23.2 The SLNA/Department 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 SLNA/Department.
- 2.23.3 The SLNA/Department will examine the credentials of all Sub-Applicants Proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the SLNA/Department.

2.24 Substitution of Key Personnel

- 2.24.1 The SLNA/Department will not normally consider any request of the Selected Applicant for substitution of Key Personnel 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 SLNA/Department.
- 2.24.2 The SLNA/Department expects all the Key Personnel to be available during implementation of the Agreement. The SLNA/Department will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SLNA/Department. As condition to such substitution, a sum equal to 0.1% of total consultancy/DPR preparation fee/cost shall be deducted from the payments due to the Applicant.
- 2.24.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.25 Indemnity

The Applicant shall, subject to the provisions of the Agreement, indemnify the SLNA/Department for any direct loss or damage that is caused due to any deficiency in services.

2.26 Award of Consultancy

After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the SLNA/Department to the Selected Applicant and the applicant shall sign and return the duplicate copy of the LOA in acknowledgement, within 7 (seven) days of the receipt of the LOA thereof. In the event duplicate copy of the LOA duly signed by the Selected Applicant is not received by the Department/ SLNA within the stipulated date, the SLNA/Department may, unless it consents to extend the time for submission thereof. The Bid Security of such Applicant may be forfeited and the next eligible Applicant may be considered.

2.27 Execution of Agreement

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

2.28 Commencement of Assignment

The Applicant shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the Applicant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the SLNA/Department may invite the second ranked Applicant for negotiation,. In such an event, the Bid Security of the First ranked Applicant shall be forfeited and appropriated in accordance with the provision of Clause 2.20.4.

2.29 Proprietary data

All documents and other information provided by the SLNA/Department or submitted by an Applicant to the SLNA/Department will remain or become the property of the SLNA/Department. Applicants are to treat all information as strictly confidential. The SLNA/Department will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the SLNA/Department in relation to the Consultancy/DPR prepared shall be the property of the SLNA/Department.

3. CRITERIA FOR EVALUATION

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 Proposal score is 80 points or more out of 100 shall qualify for further consideration.

The Applicants are required to submit Technical Proposal containing the details regarding their firm, the team of key personnel, financial and technical capacity, details of project handled by them as per Form-5 (Financial Capacity of Applicant), Form-6 (Particulars of Key Personnel), Form-8 (Experience of Applicants), Form-9 (Experience of Key Personnel), Form-10 (Eligible Assignment of Applicants), Form-11 (Eligible Assignment of Key Personnel) and Form-12 (Curriculum Vitae of Professional Personnel) of Appendix-I.

- 3.1.2 The scoring criteria to be used for evaluation shall be as follows:

Item	Parameter	Marks	Criteria
1	Firm's Relevant Experience	30	Marks for Firm's Relevant Experience shall be awarded for three number of Eligible Assignments of DPR preparation of Watershed Management projects in which at least 10 numbers of DPRs are prepared. The marking system will be as under: Marking systems- For 2 eligible assignments of DPR preparation of watershed management projects 24 marks and for each extra eligible assignment 2 mark. Total marks will not exceed 30.
2	Proposed methodology and Work Plan	10	Evaluation will be based on the quality of submissions. Marks distribution for proposed methodology and work plan shall be as follows: 1.Understanding of TOR-2marks 2.GIS Facilities-2marks 3.Deployment of personals- 4marks 4.Methodology/Work Plan Schedule-2marks
3	Relevant Experience of the Key Personnel	60	Marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on.

			Minimum eligibility conditions are as under:-
3(a)	Team Leader cum Watershed Management Expert (Team Leader)	20	Should have worked as leader or head of a team for [four] Eligible Assignments, out of which at least three should be for DPR preparation of Watershed Management projects. Marking systems- For three eligible assignment 16marks and for each extra eligible assignment 2 mark. Total marks will not exceed 20
3(b)	Expert in Soil & Water Conservation Engg./ AgrEngg./Civil Engg.	15	Should have worked with a team as Soil conservation engineer/Agrl. Engr./Watershed Development Engr. in 4 [four] Eligible Assignments out of which at least three should be for DPR preparation of Watershed Management Marking System: For three eligible assignment of Watershed project, 11 marks and 2 (two) for each extra project in related field. Total marks will not exceed 15
3(c)	Expert Agriculture/ Horticulture/ Forestry/	10	Should have worked with a team asExpert Agriculture/ Horticulture/ ForestryExpertin DPR preparation/implementation of watershed project for three Eligible Assignments Marking System: For two eligible assignment ofWatershed project 6 marksand 2 (two) for each extra project in related field. Total marks will not exceed 10
3(d)	Expert Animal Husbandry/ Dairy/Veterinary/Social Mobilization/Livelihood	10	Should have worked with a team as Expert Animal Husbandry/Dairy/ Veterinary Expert in DPR preparation/implementation of Watershed project for three Eligible Assignments Marking System: For two eligible assignment of Watershed project 6 marksand 2 (two) for each extra project in the watershed management field. Total marks will not exceed 10
3 (e)	Expert GIS Expert	05	Should have worked with a team as Expert GIS Expert in DPR preparation/implementation of Watershed project three Eligible Assignments Marking System: For two eligible assignment of Watershed project 3 marksand 1 (one) for each extra project in related field. Total marks will not exceed 5

3.2 Short-listing of Applicants

Financial Proposals of only those bidders shall be opened who obtain 80% and above marks in technical score. Thereafter all the bidders/consultants with technical score of 80% or more shall be treated at par and the bidders/consultants who bid minimum financial value shall be selected. However SLNA/Department may consider awarding the preparation of some DPRs at the L1 rank to those bidders who agree in writing to execute the work at lowestquoted rate.

3.3 Evaluation of Financial Proposal

The SLNA/Department will determine whether the total cost of services quoted in Form-2 of Appendix-II. Of 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 consultant has to fulfill its liability and obligations as per the TOR within the total quoted price. The lowest financial proposal shall be ranked as L1. The second lowest financial bid shall be ranked as L2 and will be kept in reserve.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employers, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the SLNA/Department shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it is determined that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Department/ SLNA 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 SLNA/Department from inter alia, time, cost and effort of the SLNA/Department, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the SLNA/Department under Clause 4.1 hereinabove and the rights and remedies which the SLNA/Department may have under the LOA or the Agreement, if an Applicant or Applicants, as the case may be, is found by the SLNA/Department 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 the SLNA/Department during a period of 2 (two) years from the date such Applicant or Applicant, as the case may be, is found by the SLNA/Department 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 Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (b) "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 in any manner whatsoever, directly or indirectly, any official of the SLNA/Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department/ SLNA, 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 the LOA or after the execution of the Agreement, as the case may be, any person in respect of any time has been or is a legal, financial or technical applicant/adviser of the SLNA/Department in relation to any matter concerning the Project;
 - (c) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (d) "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;

- (e) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Department/ SLNA 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
- (f) "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.

(g) 5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicant shall be convened at the designated date, time and place. Only one representative of each Applicant shall be allowed to participate on production of authorisation letter from the firm/organization willing to participate in bidding process.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Department/ SLNA.
- 5.3 The Department/ SLNA endeavour to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitating fair, transparent and competitive process.

6. MISCELLANEOUS

- 6.1 The Selection shall be governed by, and constitute in accordance with, the law of India and the Courts At Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant under to and/or in connection with the Selection Process.
- 6.2 The Department/ SLNA, in its sole discretion and without incurring any obligations 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 condition 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 Department/ SLNA by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submission or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Department/ SLNA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, loses, 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.

SCHEDULES

SCHEDULE-1

(See Clause 1.1.3)

Terms of Reference (TOR)

Request for Proposal for selection of Consultant/Agency for preparation of DPR of IWMP projects under Integrated Watershed Management Programme Uttar Pradesh

Terms of Reference (TOR)

1. General

- 1.1 Department of Land Resources Ministry of Rural Development Govt. of India has launched the Integrated Watershed Management Program (IWMP). The program is being implemented by the Department of Land Development & Water Resource Government of Uttar Pradesh in almost all the districts of Uttar Pradesh which is also the nodal department for the same.
- 1.2 The program includes the overall development of rain fed areas of the state by conserving rainfall/harvesting runoff water, checking soil erosion and managing watershed on sustainable basis by planning suitable watershed development/soil and water conservation measures such as contour bunding, gully plugging, check dams water harvesting structures etc. along with Afforestation social/ agro-forestry, Horticulture etc. For uplift of socio economic conditions of land less/asset less, SC/ST, women of the watershed community, suitable Livelihood/income generating activities are envisaged. Land owning farmers are also encouraged to improve farming/production system by enhancing crop yield using quality seed and balanced fertilizer along with organic farming and latest package of practices including animal husbandry and micro-enterprises.
- 1.3 Tentative details of activities for DPR preparation to be performed by the agency are given below:-

S. No.	Description of activities for DPRs preparation
1	2
1	Matching/Rectification of satellite Data with ground realities.
2	Digitization of Cadastral and other Maps.
3	(1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/Watershed Development Plan Map etc.
4	Compilation/Tabulation of various data.
5	Data analysis and development of strategic plans.
6	DPR writing, printing, and binding including documentation of DPR formats, cover page and other necessities etc.

1.3.1 Details of the Mandal district and IWMP projects for which DPRs are to be prepared are as under:-

S. No.	Name of the Mandal	No. of the district	No. of IWMP Projects	Remarks.
1	2	3	4	4
1	Agra	5	9	1. The Districts 57. 2. No. of projects 121. 3. Area of projects 1000-5000 ha. Districts, No. of projects & Area of projects may vary.
2	Aligarh	2	5	
3	Allahabad	4	9	
4	Azamgarh	3	6	
5	Bareilly	4	7	
6	Banda	1	1	
7	Basti	3	6	
8	Devipatan (Gonda)	4	9	
9	Gorakhpur	4	11	
10	Faizabad	4	8	
11	Hamirpur	1	3	
12	Jhansi-2 (Lalitpur)	1	2	
13	Kanpur	4	10	
14	Lucknow	6	13	
15	Meerut	1	2	
16	Mirzapur	3	10	
17	Moradabad	4	4	
18	Varanasi	3	6	
	Total	57	121	

2. Objective and Scope of work

The main objectives and scope of DPR preparation are as follows:-

- 2.1. To identify the problems of rainfed areas of IWMP project such as severity of soil erosion/degradation, moisture stress, water logging, scarcity of vegetation, low crop yield, deterioration of soil health, soil fertility, organic matter etc.
- 2.2. In addition to the above socio- economic of the watershed community their present livelihood, farming/ production system, and micro enterprises adopted by them is also to be visualized.
- 2.3 After visualizing the above and other related problems of the area the experts of the agency will find out its proper and suitable solutions and prepare the DPR showing appropriate watershed development works such as land development, soil and moisture/water conservation, vegetative and engineering measures, water harvesting/storage structures along with their detailed design drawing estimates and details of activities belonging to livelihood, production system & micro enterprises etc.
- 2.4 The basic data and related information with regard to respective IWMP project will be provided by PIA and the Agency will prepare the DPR on the format indicated by the department showing at least the required chapters including proper information, technical material, maps, narration, design drawing and estimates etc.
- 2.5 The expert of soil and water conservation and watershed management will investigate and prepare hydrological design, drawing and estimate of larger water harvesting structures also required at particular places along with their specifications.

3. Time and Payment Schedule

1. The Time Period of the activities for DPR preparation will be as under:-

S. No.	Description of activities for DPRs preparation	
1	2	
1	Matching/Rectification of satellite Data with ground realities.	2 - 3 weeks
2	Digitization of Cadastral and other Maps.	1 - 2 weeks
3	(1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/Watershed Development Plan Map etc.	4 - 6 weeks
4	Compilation/Tabulation of various data.	2 - 3 weeks
5	Data analysis and development of strategic plans.	3 - 4 week
6	DPR writing, printing, and binding including documentation of DPR formats, cover page and other necessities etc.	3 - 4 weeks

- 3.1 Most of the activities required in preparation of DPR are to be conducted by the PIA as well as Outside Agency. Many of these activities are sequential and dependent on one or the other. Therefore it is expected that the information/data/maps etc collected by the PIA should continuously be handed over to the selected consultant/agency so that the PIA and the agency may complete the task within stipulated time period.

7. Multi-disciplinary Team

The Applicant shall form a multi-disciplinary team for this assignment. The Team shall consist of Key Personnel whose experience and responsibilities are briefly described herein.

Key Personnel	Responsibilities
Team Leader cum Watershed Management Expert (the " Team Leader ")	He will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Detailed Project Report (DPR).
Soil and Water Conservation Engg. Expert	He will be responsible for preparation of DPR along with detail strategic and action plans with regard to Soil and Moisture/Water Conservation/Watershed development, works/measures planned including capacity building at various levels.
Expert Agriculture/Horticulture Forestry	He will be responsible for preparation of DPR along with detail strategic and action plans with regard to horticulture/ forestry, Livelihood, Production system and micro enterprises works/measures planned including capacity building at various levels.
Expert Animal Husbandry	He will be responsible for preparation of DPR along with detail strategic and action plans with regard to Animal Husbandry/Dairy/veterinary programs along with other Livelihood, Production system and micro enterprises works/measures planned including capacity building at various levels.
GIS Expert	He will be responsible for Preparation of various maps indicated digitization of maps and application of GIS in the preparation of DPR.

Reports and Documents to be submitted by the Agency to SLNA/SLDC

1. Agency shall submit to the SLNA/SLDC the DPR and the other documents on prescribed format (to be downloaded from departmental website) in 7 (seven) copies of hard bound volumes.
2. Further the DPR shall also be submitted in 7 (seven) CD in addition to hard copy.

8. Time and Payment Schedule:

S.NO	Description	Payment	Time Schedule
1	2	3	4
1	(1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/ Watershed Development Plan Map etc.	10%	1 Month
2	On preparation of Treatment/Watershed Development Plan Map, Year wise /Action Plan of Watershed Development Works and other activities etc. submission of Draft DPR Report including compilation of basic data regarding IWMP projects provided by PIA	20%	1 Month
3	Submission of final DPR including all the maps chapter wise DPR writing Action plan of all the activities envisaged in the IWMP projects.	30%	2 Month
4	Submitting the above to PIA for checking and making correction as suggested by PIA/Dy. Director	20%	2 Week
5	Submitting the above to SLDC for checking, making correction as suggested by SLDC Experts and DPR committee before SLNA Level.	10%	3 Week
6	Submitting the above for approval of SLNA and after approval SLNA and successful full uploading on departmental Website	10%	3 Week
	Total	100%	6 Month

SCHEDULE-2

(See Clause 2.1.3)

AGREEMENT

FOR

**REQUEST FOR PROPOSAL FOR SELECTION OF OUTSIDE AGENCY FOR PREPARATION OF
DETAILED PROJECT OF INTEGRATED WATERSHED MANAGEMENT PROGRAM IN PROGRAM
DISTRICTS OF UTTAR PRADESH:**

CONTENTS

1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Department/ SLNA of Member-in-Charge
- 1.10 Authorized representatives
- 1.11 Taxes and duties

2. Commencement, Completion and Termination

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiration of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

3. Obligation of the Applicant

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Applicant
- 3.5 Insurance to be taken out by the Applicant
- 3.6 Accounting, inspection and auditing
- 3.7 Applicant's action requiring the Department/ SLNA's prior approval
- 3.8 Reporting obligations
- 3.9 Documents prepared by the Applicant to be the property of the Department/ SLNA
- 3.10 Equipment and materials furnished by the Department/ SLNA
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

4. Applicant's Personnel and Sub-Applicant

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Resident Team Leader and Project Manager
- 4.7 Sub-Applicant

5. Obligations of the Department/ SLNA

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.4 Payment

6. Payment to the Applicant

- 6.1 Cost estimates and Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

7. Liquidated damages and penalty

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in services

8. Fairness and Good Faith

- 8.1 Good Faith
- 8.2 Operation of the Agreement

9. Settlement of Disputes

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

ANNEXUREES

- Annexure 1: Terms of Reference
- Annexure 2: Approved Sub-Applicant(s)
- Annexure 3: Cost of Services
- Annexure 4: Payment Schedule
- Annexure 5: Bank Guarantee for Performance Security

AGREEMENT

SELECTION OF AGENCY FOR PREPARATION OF DETAILED PROJECT OF INTEGRATED WATERSHED MANAGEMENT PROGRAM IN PROGRAM DISTRICTS OF UTTAR PRADESH:

AGREEMENT No. _____

This AGREEMENT (herein called the "**Agreement**") is made on the ____ day of the month of _____ 2013, between, the Governor of Uttar Pradesh acting through _____ Chief Executive Officer, SLNA, Integrated Watershed Management Programme, Department of Land Development and Water Resources, Government of Uttar Pradesh hereinafter referred to as "**the SLNA/Department**", which expression shall include their respective successors in office unless the context otherwise requires) of the one part and M/s _____ (hereinafter referred to as the "**consultancy/Agency**" which expression shall include their respective successors and permitted assigns) of the second part.

WHEREAS

- (A) The SLNA/Department vide its Request for Proposal for selection of Agency for preparation of Detailed Project Report (DPR) of IWMP projects in program district of Uttar Pradesh (hereinafter called the "**consultancy/Agency**" for DPR preparation of IWMP Projects / (Micro watershed cluster wise, Micro Watershed and Gram Panchayat wise) in, PIA District and Mandal of Uttar Pradesh (hereinafter called the "**Project**").
- (B) The Applicant submitted its proposals for the aforesaid work, whereby the Applicant represented to the Department/SLNA that it had the required professional skills, and in the said proposal the Applicant also agreed to provide the Services to the Department/SLNA on the terms and conditions as set forth in the RFP.
- (C) The Department/SLNA, on acceptance of the aforesaid proposals of the Applicant, awarded the Agency/Work to the Applicant vide its Letter of Award dated _____ (the "**LOA**"); and

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:

- 1 "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;
- 2 "Agreement" means this Agreement, together with all the Annexure;
- 3 "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- 4 "Additional Costs" shall have the meaning set forth in Clause 6.1.2;
- 5 "Confidential Information" shall have the meaning set forth in Clause 3.3;
- 6 "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- 7 "Dispute" shall have the meaning set forth in Clause 9.2.1;
- 8 "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- 9 "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- 10 "Government" means the [Government of Uttar Pradesh];
- 11 "INR, Re. or Rs." means the Indian Rupees;

- 12 "Member", in case the Applicant consists of a joint venture or consortium of more than one
entity, means any of these entities, and "Members" means all of these entities;
- 13 "Personnel" means persons hired by the Applicant as employees and assigned to the
performance of the Services or any part thereof;
- 14 "Party" means the Department/SLNA/SLDC or the Applicant, as the case may be, and Parties
means both of them;
- 15 "Resident Personnel" means such persons who at the time of being so hired had their domicile
inside India;
- 16 "Services" means the work to be performed by the Applicant pursuant to this Agreement, as
described in the Terms of Reference hereto;
- 17 "RFP" means the Request for Proposal document in response to which the Applicant's proposal
for providing Services was accepted;
- 18 "Sub-Applicant" means any entity to which the Applicant subcontracts any part of the Services
in accordance with the provisions of Clause 4.7; and
- 19 "Third-Party" means any person or entity other than the Government, the
Department/SLNA/SLDC, the Applicant or a Sub-Applicant;
- 1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be
read and construed as integral part of this Agreement and in case of any contradiction between
or among them the priority in which a document would prevail over other would be as laid down
below beginning from the highest priority to the lowest priority:
- (a) Agreement;
 - (b) Annexure of Agreement;
 - (c) RFP; and
 - (d) Letter of Award

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Department/SLNA/SLDC and the Applicant. The Applicant 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 behalf hereunder.

1.3 Rights and Obligations

The mutual rights and obligations of Department/SLNA/SLDC and the Applicant shall be as set forth in the Agreement, in particular:

- (a) the Applicant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) this Department/SLNA/SLDC shall make payment to the Applicant in accordance with the provisions of this Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have 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 English language.

1.6 Table of Contents and headings

The tables 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 this Agreement.

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 Applicant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Applicant's Representative set out below in Clause 1.10 or to such other person as the Applicant may from time to time designate by notice to the Department/SLNA/SLDC; provided that notices or other communications to be given to an address outside Lucknow may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Applicant may from time to time designate by notice to the Department/SLNA/SLDC;
- (b) in the case of the Department/SLNA/SLDC, be given by facsimile and by letter delivered by hand and be addressed to the Department/ SLNA with a copy delivered to the Department/SLNA/SLDC

Representative set out below in Clause 1.10 or to such other person as the Department/SLNA/SLDC may from time to time designate by notice to the Applicant; provided that if the Applicant does not have an office in Lucknow it may send such notice by facsimile 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 if ought to have been delivered.

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 Applicant.

1.9 Department/SLNA/SLDC of Member-in-charge

In case the Applicant 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 Applicant's rights and obligations towards the Department/SLNA/SLDC under this Agreement, including without limitation the receiving of instructions and payments from the Department/SLNA/SLDC

1.10 Authorized Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Department/SLNA/SLDC or the Applicant, as the case may be, may be taken or executed by the officials specified in Clause 1.10.
- 1.10.2 The Department/SLNA/SLDC may, from time to time, designate one of its officials as the Department/SLNA/SLDC Representative. Unless otherwise notified, the Department/SLNA/SLDC Representative shall be:-

Chief Executive Officer

SLNA/SLDC, Department of Land Development and Water Resource
23C, Gokhale Marg, Lucknow-226001.

Tel: 0522-4005337

Fax: 0522-4005337

- 1.10.3 The Applicant may designate one of its employees as Applicant's Representative. Unless otherwise notified, the Applicant's Representative shall be:

Tel: _____
Fax: _____

1.11 Taxes and duties

Unless otherwise specified in this Agreement, the Applicant shall pay all such taxes, duties, fees other impositions as may be levied under the Applicable Laws and the Department/SLNA/SLDC 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 _____, 2013 (the "Effective Date").

2.2 Commencement of Services

The Applicant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

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

2.4 Expiration of Agreement

Unless terminated earlier to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments under this Agreement, have been made.

2.5 Entire Agreement

- 2.5.1 This Agreement and the Annexures 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 Applicant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

- 2.5.2 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 Modifications 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 Clause 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposal for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of 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, explosions, 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 as Party 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.

2.7.2 No breach of Agreement

The failure of a Party to fulfill 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.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill 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 fourteen (14) 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.

2.7.4 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 result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Applicant shall be entitled to be reimbursed for additional costs reasonably and necessarily by it during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Applicant 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 a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Department/SLNA/SLDC may, by written notice of suspension to the Applicant, suspend all payments to the Applicant hereunder if the Applicant 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 Applicant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Applicant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Department/SLNA/SLDC

The Department/SLNA/SLDC may, by not less than thirty (30) day`s written notice of termination to the applicant, 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 Applicant 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 thirty (30) days of receipt of such notice of suspension or within such further period as the Department/SLNA/SLDC may have subsequently granted in writing;
- (b) the Applicant 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 Applicant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Applicant submits to the Department/SLNA/SLDC a statement which has a material effect on the rights, obligations or interests of the Department/SLNA/SLDC and which the Applicant knows to be false;
- (e) any document, information, data or statement submitted by the Applicant in its Proposals, based on which the Applicant was considered eligible of successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Applicant is unable to perform a material portions of the Services for a period of not less than sixty (60) days; or
- (g) the Department/SLNA/SLDC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Applicant

The Applicant may, by not less than thirty (30) day`s written notice to the Department/SLNA/SLDC, 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 Department/ SLNA/SLDC fails to pay any money due to the Applicant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Applicant's notice specifying such breach;
- (b) the Department/ SLNA/SLDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer

- period as the Applicant may have subsequently granted in writing) following the receipt by the Department/ SLNA/SLDC of the Applicant's notice specifying such breach;
- (c) as the result of Force Majeure, the Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) the Department/ SLNA/SLDC fails to comply with any decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 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, (ii) the Applicant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right which a Party may have under the Applicable Law.

2.9.4 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 Applicant 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 Applicant and equipment and materials furnished by the Department/ SLNA, the Applicant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clause 2.9.1 or 2.9.2 hereof, the Department/ SLNA shall make the following payments to the Applicant (after offsetting against these payments any amount that may be due from the Applicant to the Department/ SLNA):

- (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 Applicant's personnel.

2.9.6 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 APPLICANT

3.1 General

3.1.1 Standards of Performance

The Applicant shall perform the Services and carry out its obligation 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 Applicant shall always act, in respect of any matter relating this Agreement or to the Services, as a faithful adviser to the Department/ SLNA, and shall at all times support and safeguard the Department/ SLNA's legitimate interests in any dealings with Sub-Applicants or Third Parties.

3.1.2 Terms of Reference

The scopes of Services to be performed by the Applicant are specified in the Terms of Reference (the "**TOR**") at Annexure-I of this Agreement. The Applicant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

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

The Applicant agrees that, during the term of this Agreement and after its termination, the Applicant and any entity affiliated with the Applicant 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. For the avoidance of doubt, an entity affiliated with the Applicant shall include a partner in the Applicant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Applicant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Applicant 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.

3.2.4 Applicant not to benefit from commissions discounts, etc.

The remuneration of the Applicant pursuant to Clause 6 hereof shall constitute the Applicant's sole remuneration in connection with this Agreement or the Services and the Applicant 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 Applicant shall use its best efforts to ensure that any Sub-Applicant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5** The Applicant and its Personnel shall observe the highest standards of ethics and have not 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 contrary contained in this Agreement, the Department/ SLNA shall be entitled to terminate this Agreement forthwith by a communication in writing to the Applicant, 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 any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Department/ SLNA shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Department/ SLNA towards, inter alia, time cost and effort of the Department/ SLNA, without prejudice to the Department/ SLNA's any other rights or remedy hereunder or in law.
- 3.2.6** Without prejudice to the rights of the Department/ SLNA under Clause 3.2.5 above and the other rights and remedies which the Department/ SLNA may have under this Agreement, if the Applicant is found by the Department/ SLNA 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 Applicant shall not be eligible to participate in any tender of RFP issued during a period of 2 (two) years from the date the Applicant is found by the Department/ SLNA to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7** 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 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 Department/ SLNA 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 Department/ SLNA, 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 Department/ SLNA 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 of 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 Department/ SLNA under this Agreement;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Department/ SLNA 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 Applicant, its Sub-Applicants 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 if provided by the Department/ SLNA to the Applicant, its Sub-Applicants and the Personnel; any information provided by or relating to the Department/ SLNA, its technology, technical processes, business affairs or finances or any information relating to the Department/ SLNA's employees, officers or other professionals or suppliers, customers, or contractors of the Department/ SLNA; and any other information which the Applicant 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 Department/ SLNA.

Notwithstanding the aforesaid, the Applicant, its Sub-Applicants 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 Applicant, its Sub-Applicants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Applicant, its Sub-Applicants 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 Law or judicial or administrative or arbitral process or by any Government Instrumentalities, provided that for any such disclosure, the Applicant, its Sub-Applicants and the Personnel of either of them shall give the Department/ SLNA, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Applicant or its Sub-Applicants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Applicant or its Sub-Applicants 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 Applicant

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

3.4.2 Applicant's liability towards the Department/SLNA/SLDC

The Applicant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Department/SLNA/SLDC for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Applicant or on the part of any person of firm acting on behalf of the Applicant in carrying out the Services, the Applicant, with respect to damage caused to the Department/SLNA/SLDC property, shall not be liable to the Department/SLNA/SLDC:

- (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 6.12 of this Agreement, or (b) the proceeds the Applicant may be entitled to receive from any insurance maintained by the Applicant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Applicant's liability, if any, for damage of Third Parties caused by the Applicant or any person or firm acting on behalf of the Applicant in carrying out the Services.

3.5 Insurance to be taken out by the Applicant

- 3.5.1** (a) The Applicant shall take out and maintain at its own cost but on terms and conditions approved by the Department/ SLNA, insurance against the risks, and for the coverage, as shall be specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of reviving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Applicant shall furnish to the Department/ SLNA, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium 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 Applicant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Department/ SLNA shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Applicant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Applicant, and the Applicant shall be liable to pay such amounts on demand by the Department/ SLNA.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Department/ SLNA as the beneficiary of the Applicant and the Applicant shall procure an undertaking from the insurance company to this effect; provided that in the event the Applicant 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 Department/ SLNA as the sole beneficiary of the Applicant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverage shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) Third Party liability insurance with a minimum coverage of [Rs. 1 Crore] for the period of this Agreement.
- (c) The indemnity limit in terms of "Any One Accident" (AOA) and "Agreement 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.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Applicant and of any Sub-Applicant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

3.6 Accounting, inspection and auditing

The Applicant shall,

- (i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Applicant's costs and charges), and
- (ii) permit the Department/ SLNA 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 Department/ SLNA.

3.7 Applicant's actions requiring the Department/ SLNA's prior approval

The Applicant shall obtain the Department/ SLNA'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 Annexure-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Applicant and the terms and conditions of the subcontract shall have been approved in writing by the Department/ SLNA prior to the execution of the subcontract, and (ii) that the Applicant shall remain fully liable for the performance of the Services by the Sub-Applicant and its Personnel pursuant to this Agreement; or
- (c) any other action that may be specified in this Agreement.

3.8 Reporting obligations

The Applicant shall submit to the Department/ SLNA 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 Applicant to be property of the Department/ SLNA

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Applicant in performing the Services shall become and remain the property of the Department/ SLNA, and the Applicant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Department/ SLNA, together with a detailed inventory thereof. The Applicant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Applicant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Department/ SLNA.

3.10 Equipment and materials furnished by the Department/ SLNA

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

3.11 Providing access to Project Office and Personnel

The Applicant shall ensure that the Department/ SLNA, and officials of the Department/ SLNA having Department/ SLNA from the Department/ SLNA, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Department/ SLNA's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Applicant verify the records for his satisfaction.

3.12 Accuracy of Documents

The Applicant 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 Department/ SLNA against any inaccuracy in its work which might surface during implementation of the Project, if such accuracy is the result of any negligence or inadequate due

diligence on part of the Applicant or arises out of its failure to conform to good industry practices. The Applicant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. APPLICANT'S PERSONNEL AND SUB-APPLICANTS

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations, name and the estimated periods of engagement in carrying out the Services by each of the Applicant's Personnel are described in Annexure-2 of this Agreement.

4.2.2 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 Annexures of the Agreement may be increased by agreement in writing between the Department/ SLNA and the Applicant, 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 6.12.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annexure-2 of the Agreement are hereby approved by the Department/ SLNA. No other Professional Personnel shall be engaged without prior approval of the Department/ SLNA.

4.3.2 If the Applicant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Department/ SLNA its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Department/ SLNA may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Applicant may propose an alternative person for the Department/ SLNA's consideration. In the event the Department/ SLNA does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Department/ SLNA.

4.4 Substitution of Key Personnel

The Department/ SLNA expects all the Key Personnel to be available during implementation of the Agreement. The Department/ SLNA will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Department/ SLNA. In condition of such substitution, a sum equal to 0.1% of total consultancy fee shall be deducted from the payments due to the Applicant.

4.5 Resident Team Leader and Project Manager

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

4.6 Sub-Applicant

No Sub-Applicant shall be allowed.

5. OBLIGATIONS OF THE DEPARTMENT/ SLNA

5.1 Assistance in clearances etc.

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

- (a) provide the Applicant, its Sub-Applicants and Personnel with work permits and such other documents as may be necessary to enable the Applicant, its Sub-Applicants or Personnel to perform the Services;
- (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 the Services.

5.2 Access to land and property

The Department/ SLNA warrants that the Applicant 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 Applicant 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) the additional payments, if any, to be made to the Applicant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Applicant in performing the Services, by an amount exceeding Rs. 5 (five) lakh, then the remuneration and reimbursable expenses otherwise payable to the Applicant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Agreement Value specified in Clause 6.1.2.

5.4 Payment

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

6. PAYMENT TO THE APPLICANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Applicant is set forth in Annexure-4 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 rate specified herein (the "**Agreement Rate**").
- 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 Applicant 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 Applicant 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) The Applicant shall be paid for its services as per the Payment Schedule at Annexure-6 of this Agreement, subject to the Applicant fulfilling the following conditions:

- (i) No payment shall be due for the next stage till the Applicant completes to the satisfaction of the Department/SLNA/SLDC the work pertaining to the preceding stage.
 - (ii) the Department/ SLNA shall pay to the applicant, only the undisputed amount.
- (b) The Department/SLNA/SLDC shall cause the payment due to the Applicant to be made within 30 (thirty) days after the receipt by the Department/SLNA/SLDC of duly completed bills with necessary particulars (the "Due Date").
- (c) 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 Applicant and approved as satisfactory by the Department/ SLNA. The Services shall be deemed completed and finally accepted by the Department/ SLNA and the final report and final statement shall be deemed approved by the Department/ SLNA as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Department/ SLNA unless the Department/ SLNA, within such 90 (ninety) day period, gives written notice to the Applicant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Applicant shall thereupon promptly make any necessary corrections and/or additions and upon completion of such corrections or additions, the foregoing process shall be repeated.
- (d) Any amount which the Department/ SLNA 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 Applicant to the Department/ SLNA within 30 (thirty) days after receipt by the Applicant of notice thereof. Any such claim by the Department/SLNA/SLDC for reimbursement must be made within 1 (one) year after receipt by the Department/ SLNA of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Applicant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Applicant as may be notified to the Department/SLNA/SLDC by the Applicant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The Department/ SLNA shall retain by way of performance security (the "**Performance Security**"), 5% (five per cent) of all the amounts due and payable to the Applicant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Applicant at the end of three months after the expiration of this Agreement pursuant to Clause 2.4 hereof.

- 7.1.2** The Applicant 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 Annexure-7 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Applicant and such error or variation is the result of negligence or lack of due diligence on the part of the Applicant, the consequential damages thereof shall be quantified by the Department/ SLNA in a reasonable manner and recovered from the Applicant by way of liquidated damages, subject to a maximum of 10% (ten 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 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) 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 Applicant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Department/ SLNA shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part without notice to the Applicant in the event of breach of this Agreement or for recovery of liquidated damages specified in 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 Applicant 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 Department/ SLNA, other panel action including debarring for a special period may also be initiated as per policy of the Department/ SLNA.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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 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 OF DISPUTES

9.1 Amicable settlement

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

9.2 Dispute resolution

- 9.2.1 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, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2 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 any Dispute.
- 9.3 In case of any dispute the decision of the Principal Secretary, Department of Land Development and Water Resources shall be final and binding upon the parties.

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 Agency:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

SIGNED, SEALED AND DELIVERED

For an behalf of Government of Uttar Pradesh

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

In the presence of:

1.

2.

Annexure-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annexure -2

Deployment of Personnel

(Refer Clause 4.2)

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

Annexure-3

Cost of Services

(Refer Clause 6.1)

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

Annexure-4

Time and Payment Schedule

(Refer Clause 6.3)

S.No.	Description	Payment	Time Schedule \$
1	2	3	4
1	(1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/ Watershed Development Plan Map etc.	10%	1 Month
2	On preparation of Treatment/Watershed Development Plan Map, Year wise /Action Plan of Watershed Development Works and other activities etc. submission of Draft DPR Report including complication of basic data regarding IWMP projects provided by PIA	20%	1 Month
3	Submission of final DPR including all the maps chapter wise DPR writing Action plan of all the activities envisaged in the IWMP projects.	30%	2 Month
4	Submitting the above to PIA for checking and making correction as suggested by PIA/Dy. Director	20%	2 Week
5	Submitting the above to SLDC for checking, making correction as suggested by SLDC Experts and DPR committee before SLNA Level.	10%	3 Week
6	Submitting the above for approval of SLNA and after approval SLNA and successes full uploading on departmental Website	10%	3 Week
	Total	100%	6 Month

\$ Excludes the time taken by the Department/ SLNA in providing its comments in Draft Reports/DPR.

SCHEDULE-3

(Refer 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. Applicants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their in a business or their personal interest could influence their judgment in the exercise of their duties. The process of selection of applicants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Department/ SLNA and a applicant or between applicants and present or future concessionaires/contractors. Some of the situations that would involve conflict of interest are identified below:

(a) Department/ SLNA and applicants:

- (i) Potential applicant should be privy to information from the Department/ SLNA which is not available to others.
- (ii) Potential applicant should not have defined the project when earlier working for the Department/ SLNA.
- (iii) Potential applicant should not have recently worked for the Department/ SLNA overseeing the project.

(b) Applicants and concessionaires/contractors:

- (i) No Applicant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/ contractor.
- (ii) No applicant should be involved in owning or operating entities resulting from the project.
- (iii) No applicant should bid for works from the project.

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

4. The normal way to identify conflicts of interest is through self-declaration by applicants. Where a conflict exists, which has not been declared, competing companies are likely this to the notice of the Department/ SLNA. All conflicts must be declared as and when the applicants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the applicant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese wall approach than smaller companies. Although, "Chinese walls" have been relatively common for may years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a applicant coupled with provision of safeguards to the satisfaction of the Department/ SLNA.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if applicants drawing up the terms of reference of the proposed documentation are also eligible for the consequent assignment of project.
7. Another form of conflict of interest called "scope-creep" arises when applicants advocate either an unnecessary of the terms of reference or make recommendations which are not in the best interests of the Department/ SLNA but which will generate further work for the applicants. 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 applicants to extend the length of their assignment.
8. Every project contains conflicts of interest. Applicants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Department/ SLNA at the earliest. Officials of the Department/ SLNA 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.

APPENDIX-I

(Refer Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,

Chief Executive Officer,

SLNA/Department of Land Development & Water Resources , UP

23 C, GokhleMarg, Lucknow-226001.

Sub:- Appointment of Applicant for preparation of DPR.

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 of Consultants/ Agency for Preparation of DPR of IWMP Projects in..... Districts of Uttar Pradesh.

1. The Proposal is unconditional.
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 Applicant for the aforesaid Project.
4. I/We shall make available to the Department/ SLNA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Department/ SLNA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, no been expelled from any project or contract nor have had any contract terminated 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 Department/ SLNA.
 - (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 Department/ SLNA or any other public sector enterprise or any government, Central of State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 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 Applicant, without incurring any liability to the Applicant 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 Applicant.
10. I/We certify that in regard to matters others than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory Department/ SLNA which could cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outages 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 SLNA/Department is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/Employees.
13. I/We hereby irrevocably waives any right which we may have at any stage at law or howsoever otherwise arising to the challenge or question any decision taken by the SLNA/Department [and/or the Government of India] in connection with the selection of Applicant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. 2.00 Lac.(Rupees Two Lac. Only) in the form of a Demand Draft No....., Bank Name....., Dated and Payable at Lucknow is attached, in accordance with the RFP document.
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 Consultancy for the Project is not awarded to me/us our proposal is not opened.
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 the Form 4.
18. In the event of my/our being selected as the Applicant, I/We agree to enter into an Agreement in accordance with the form at Schedule-II 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 and also surveyed the Project site. 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 Department/ SLNA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
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 of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Manager)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy PREPARATION OF DETAIL PROJECT REPORT (DPR) IN..... MANDAL/ DISTRICTS OF UP
1.2	Title of Project: [Preparing DPRs of IWMP projects in deferent programme districts of Uttar Pradesh Under Integrated watershed management programme]
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.: Fax 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: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: i) In case of non Indian company, does the company have business presence in India? <div style="text-align: right;">Yes/No</div> If so, provide the office address(es) in India. 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? <div style="text-align: right;">Yes/No</div> iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public Department/ SLNA/entity in last five years?

	<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 question at ii) to v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a applicant or adviser along with the function 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 applicant/adviser to the Department/ SLNA 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> <p style="text-align: right;">Yes/No</p> <p>If Yes, does the Applicant agree that it will only be acceptable as Applicant, 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 Applicant?</p> <p style="text-align: right;">Yes/No</p> <p>If Yes, have any undertaking been obtained (and Annexureed) 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 applicant/adviser for the Department/ SLNA only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">Authorised Signatory</p> <p style="text-align: right;">For and on behalf of _____</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

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

Ref. Date:

To,

Chief Executive Officer,

SLNA/Department of Land Development & Water Resources , UP
23 C, GokhleMarg, Lucknow-226001.

Sub: Request for Proposal for selection of Consultant/Agency for preparation of detail project report (DPR)of IWMP Projects in..... Mandal...../ Districts of Uttar Pradesh.

Dear Sir,

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

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

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,

Authorised Signatory

For and on behalf of _____

**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 authorised Mr. / Ms. _____ son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as 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 to determine the suitability and feasibility of PPP transactions and to implement agreed transactions between Department/SLNA and the Concessionaire for (insert name of road) in Uttar Pradesh, proposed to be developed by the Department/SLNA (the "Department/ SLNA") 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 Department/ SLNA, representing us in all matters before the Department/ SLNA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Department/ SLNA 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 Department/ SLNA.

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, Title and Address)

Witness:

- 1.
- 2.

Notarized

Accepted

(Signature)

(Name, Title 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.

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 or 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.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (C))

S. No.	Name of assignment	Financial Year	Professional fee received

Name of Authorised Signatory :

Designation :

Name of firm :

Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents and other relevant information and the information submitted above is as per record and as per details Annexured.

**Signature, address, seal & membership no.
of chartered accountant**

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 Assignments#	
					Name of Firm	Employed Since	DPR preparation of watershed Projects	Any Other Project
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Team Leader cum Watershed Management Expert (the "Team Leader")							
	Soil and Water Conservation Engg. Expert							
	Expert Agriculture/Horticulture/Forestry							
	Expert Animal Husbandry							
	GIS Expert							

Refer Form 9 of Appendix I of 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 two pages)

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 three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. 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 utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

APPENDIX-I

Form-8

Experience of the Applicant[#]

(Refer Clause 3.1)

S.No.	Name of Project	Estimated capital cost of Project (in Rs cr.)	Consultancy Payment received by the Applicant (in Rs Crores)
(1)	(2)	(3)	(4)
1. Eligible Assignments of DPR preparation of Watershed management/ Development projects.			
1			
2			
3			
4			
5			
2. Eligible Assignments of Any Other Project related to Watershed management/ soil & water conservation			
1			
2			
3			
4			
5			

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

APPENDIX-I

Form-9

Experience of Key Personnel[@]

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No.	Name of Project	Estimated capital cost of project (in Rs cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project assignment
(1)	(2)	(3)	(4)	(5)	(6)
1. Eligible Assignments of DPR preparation of Watershed management/ Development projects.					
1					
2					
3					
4					
5					
2. Eligible Assignments of Any Other Project related to Watershed management/ soil & water conservation					
1					
2					
3					
4					
5					

@ Use separate Form for each Key Personnel.

APPENDIX-I

Form-10

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

1. Assignments of DPR preparation of Watershed management/ Development projects.	
Name of Applicant:	
Name of the Project:	
Area in hectare or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr.):	
Payment received by the Applicant (in Rs. million):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	
2. Assignments of Any Other Project related to Watershed management/ soil & water conservation	
Name of Applicant:	
Name of the Project:	
Area in hectare or other particulars	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr.):	
Payment received by the Applicant (in Rs. million):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	

Notes:-

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particular of each project along with certificate from employer/client showing the cost and date of award and date of completion of the project.

APPENDIX-I

Form-11

Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

1. Assignments of DPR preparation of Watershed management/ Development projects.	
Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Area in hectare or other particulars	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr.):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	
2. Assignments of Any Other Project related to Watershed management/ soil & water conservation	
Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Area in hectare or other particulars	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rscr):	
Start date and finish date of the services (month/year):	
Brief description of the Project:	

Notes:

Use separate sheet for each Eligible Project. Attach a single page summary containing the brief particulars of each project along with a photograph thereof.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Professional Personnel

1. Proposal 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 by employment held.)
7. List of Projects on which the Personnel has worked

Project Name	Description of assignment performed (Including cost of assignment)

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

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

Signature of Professional _____

Date _____

Place _____

Signature of the Applicant
(Authorised Representative)

Notes: Use separate form for each Professional Personnel.

Each page of the CV shall be signed in ink 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	Man-Days (MD)		Week Numbers																					
			At Project Site	Away from Project Site	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 Mandays																										

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Chief Executive Officer,

SLNA/Department of Land Development & Water Resources , UP
23 C, Gokhle Marg, Lucknow-226001.

Dear Sir,

**Subject: Appointment of consultant/ Agency for Preparation of DPR of IWMP projects in
..... District of Uttar Pradesh.**

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

(Authorized Representative)

Name:

Designation:

Address:

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

Item No.	Description	Amount in figure (Rs...)	Amount in Words Rs....
A	<p>Cost of DPR preparation (with all taxes) for project districts/ all project districts of U.P. including following Activities, in Rupees per hectare of treatable area of the IWMP project.</p> <ol style="list-style-type: none"> 1. Matching/Rectification of satellite Data with ground realities. 2. Digitization of Cadastral and other Maps. 3. (1) Preparation of Digitized Cadastral Map, (2) Base Map, (3) Digital Elevation Model (DEM) Map, (4) Slope Map, (5) Soil Type/Texture Map, (6) Soil erosion Map, (7) Soil Depth Map, (8) Geomorphology/Land use/Land cover Map, (9) Land use Capability Classification (LCC) Map, (10) Contour Map, (11) Satellite imagery, (12) Ground Water Map, (13) Digitization of Treatment/ Watershed Development Plan Map etc. 4. Compilation/Tabulation of various data. 5. Data analysis and development of strategic plans. 6. DPR writing, printing, and binding including documentation of DPR formats, cover page and other necessities etc. 		

(Authorized Representative)

Name:

Designation:

Address:

Note:

1. In case the actual Area is less or more than the specified in the package, payment shall be made on prorata basis.
2. No escalation on any account will not be payable on the above amounts.
3. Insurance and any other charges not shown here are considered included in the rates quoted by the Applicant in Item A.
4. The SLNA/Department may require the Key Personnel to visit the Project/the Department/ SLNA's offices for further consultations after their Report have been accepted with out any extra cost.
5. The Department/ SLNAmay require Professional Personnel to visit the Project/the Department/ SLNA's offices for further consultations or undertake desk work after the report has been accepted. The additional costs on this account shall not be paid to the Applicant.
6. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.