



## LUCKNOW DEVELOPMENT AUTHORITY

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**Appointment of Independent Engineer for  
Development of International Level Cricket  
Stadium and Multi-purpose Sports Complex  
in Lucknow on  
Design, Finance, Construct, Operate,  
Maintain and Transfer Basis**

EOI-cum-RFP

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## DISCLAIMER

The information contained in this EOI-cum-RFP (the "**EOI-cum-RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Lucknow Development Authority ("**Authority**") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI-cum-RFP and such other terms and conditions subject to which such information is provided.

This EOI-cum-RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this EOI-cum-RFP is to provide interested parties with information that may be useful to them in making their proposal (Proposal) pursuant to this EOI-cum-RFP. This EOI-cum-RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI-cum-RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI-cum-RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI-cum-RFP and obtain independent advice from appropriate sources.

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

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

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

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

The issue of this EOI-cum-RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**EOI-cum-RFP**

**Schedule of Selection Process**

**This EOI-cum-RFP has been downloaded by Bidder in response to the advertisement dated 12.06.2015**

<b>1. Last date for receipt of queries</b>	<b>Up to 1500 Hrs on 24.06.2015</b>
<b>2. Last date for submission of Proposal</b>	<b>Up to 1500 Hrs on 08.07.2015 in the office of The Chief Engineer, Lucknow Development Authority, Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow-226010</b>
<b>3. Date and time of Opening of Proposal</b>	<b>1600 Hrs IST on 08.07.2015 or any other date as fixed by the Authority</b>
<b>4. Non-refundable Bid Document Fees</b>	<b>Rs 50,000/- (Rupees Fifty Thousand Only), through account payee Demand Draft in favour of Secretary, Lucknow Development Authority payable at Lucknow.</b>

## NOTICE INVITING PROPOSAL

FOR

### **Appointment of Independent Engineer for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model**

Lucknow Development Authority has executed a concession with M/s Ekana Sportz City Private Limited for development, operation and maintenance of the abovementioned Project. The Project includes a land parcel for Real estate development. As per the provisions of the Concession Agreement, an independent engineer is to be appointed. In this reference, Lucknow Development Authority invites Proposals from the interested Bidders either on their own or in consortium of up to five members, for the selection of Independent Engineer of the Project.

The Eligibility Criteria and other terms and conditions are given in Bid Document (EOI-cum-RFP). The bid documents may be downloaded from the web <http://ldalucknow.co.in> and submitted along with the payment of non-refundable bid document fees of **Rs 50,000/-** (Rupees Fifty Thousand only), through account payee Demand Draft in favour of **Secretary, Lucknow Development Authority** payable at Lucknow.

A Pre-bid Conference is scheduled on 27.06.2013 at 12.30 PM in Lucknow.

The last date for submission of bid documents is 1500 Hrs on 08.07.2015.

**For further details or clarification of queries please contact**

**The Chief Engineer or Executive Engineer (P.U.-1)**

Lucknow Development Authority,

Pradhikaran Bhawan,

Vipin Khand, Gomti Nagar, Lucknow-226010

Telephone No: +91 522-2302577, +91 9918001534, Fax: +91 522-2396887

E-Mail: [dsc.lda.lucknow@gmail.com](mailto:dsc.lda.lucknow@gmail.com)

Or Transaction Advisor: Nitin Misra, Innovest Advisory Services Pvt Ltd at [nitin.misra@innovest.in](mailto:nitin.misra@innovest.in), +919911373000 / +91-124-4777555

**Lucknow Development Authority,  
Pradhikaran Bhawan, Gomti Nagar, Lucknow**

## 1. INTRODUCTION

### 1.1 Background

1.1.1 Lucknow Development Authority (the "**Authority**") has initiated a project to develop the International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis (the "**Project**"). This Project is spread over an area of approximately 137 acres. Out of which, the Sports Infrastructure Project shall be developed on a minimum area of 70 acres. The Sports Infrastructure Project shall have the following facilities:

- (a) International level Cricket Stadium: An international level cricket stadium, with a seating capacity of at least 50,000 people, should have flood light facilities for day and night games. The Cricket Stadium shall be developed as per the latest guidelines issued by International Cricket Council.
- (b) Sports Complex shall have facility and necessary infrastructure for the following sports:
  - (i) Outdoor Multi-Sports Stadium with associated facilities
  - (ii) Indoor Multi-Sports Stadium inter-alia for squash, badminton and table tennis with associated facilities for basketball and volleyball
  - (iii) Lawn Tennis Stadium with associated facilities
  - (iv) Sports Academy shall have the facility for teaching students and also shall have necessary staff strength for each discipline.

All the facilities shall be constructed of International level as per the regulations / stipulations of apex international bodies for respective sport. The indicative cost of the Project is Rs. 360 crore (Rupees three hundred sixty crore). Remaining 67 acres shall be utilised by the Concessionaire for the Real Estate Project.

1.1.2 In this regard the Authority has executed a concession agreement (the "**Concession Agreement**") with M/s Ekana Sportz City Private Limited, a Project special purpose vehicle (the "**Concessionaire**") incorporated by the Selected Bidder i.e. Consortium of M/s NCC Limited and G. C. Construction & Development Industries Private Limited for development, operation and maintenance of the Project on DFCOMT basis.

1.1.3 An independent engineer is to be appointed as per the provisions of the Concession Agreement. In pursuance of the above, the Authority has decided to carry out the process for selection of an independent engineer who shall work in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**")



## **1.2 EOI cum Request for Proposal**

1.2.1 The Authority invites EOI-cum-Proposals (the "**Proposals**") in response to this EOI-cum-RFP for constituting a panel of ten qualified firms and thereafter selection of a firm (the "**Independent Engineer**") who shall be responsible for independent monitoring of the progress of the Project during the term of the Concession Agreement in conformity with the TOR (collectively the "**Consultancy**").

1.2.2 The Authority intends to select the Independent Engineer through an open competitive bidding in accordance with the procedure set out herein.

## **1.3 Due diligence by Bidders**

1.3.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority.

## **1.4 Procurement of EOI-cum-RFP document**

1.4.1 EOI-cum-RFP document can be downloaded from the official website of the Authority (<http://ldalucknow.co.in>) or the website of our Transaction Advisor (<http://innovest.in>). The Bidder shall submit demand draft of Rs 50,000/- (Rupees Fifty Thousand Only) drawn on any Scheduled Bank in India in favour of Secretary, Lucknow Development Authority and payable at Lucknow towards Non-refundable Bid Document Fees along with the Proposal. The submission of Proposal without Bid Document Fees shall make the Proposal liable to be rejected.

## **1.5 Validity of the Proposal**

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

## **1.6 Brief description of the Selection Process**

1.6.1 The Authority has adopted a single stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising EOI, technical and financial bids to be submitted in three separate sealed envelopes. In the first stage, the Bidders shall be evaluated for their compliance with the EOI qualification requirements as specified in Clause 3.1. Based on the evaluation of EOI, a list of maximum ten (10) qualified Bidders shall be prepared as specified in Clause 3.2 and a panel of firms shall be constituted in accordance with the terms of the Concession Agreement. In the second stage, a technical evaluation will be carried out as specified in Clause 3.3. Based on this technical evaluation, a list of maximum three (3) shortlisted Bidders shall be prepared as specified in Clause 3.4. In

the third stage, the evaluation of financial proposals will be carried out as specified in Clause 3.5. The Bidder submitting lowest quote in the Financial Proposal shall be recommended for negotiation (the "**Selected Bidder**") while the Bidder with second lowest quote in the Financial Proposal shall be kept in reserve as specified in Clause 3.6.

## 1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Bidders, INR 60 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Independent Engineer shall be made in INR in accordance with the provisions of this EOI-cum-RFP. The Independent Engineer may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Independent Engineer.

## 1.8 Schedule of Selection Process

The Authority shall endeavour to adhere to the following schedule:

Event Description	Date
Release of EOI-cum-RFP Ad	12.06.2015
Last date for receiving queries	24.06.2015 up to 1500 Hrs (IST)
Pre-Proposal Conference	27.06.2015 at 1230 hours (IST)
Authority response to queries	By 30.06.2015
Proposal Due Date	08.07.2015 up to 1500 hours (IST)
Opening of EOI Qualification Proposal	08.07.2015 at 1600 hours (IST)
Opening of Technical Proposal	To be intimated to Bidders selected in Panel of Firms
Presentation	To be intimated to Bidders selected in Panel of Firms
Opening of Financial Proposals	To be intimated to shortlisted Bidders
Letter of Award (LOA)	Within 30 days from the date of PDD
Validity of Proposals	90 days from Proposal Due Date

Event Description	Date
Signing of Agreement	Within 10 days from the date of issue of LOA

**1.9 Pre-Proposal visit to the Site and inspection of data**

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

**The Chief Engineer or Executive Engineer (P.U.-1)**

Lucknow Development Authority,  
Pradhikaran Bhawan,  
Vipin Khand, Gomti Nagar, Lucknow-226010  
Telephone No: +91 522-2302577, +91 9918001534,  
Fax: +91 522-2396887, E-Mail: [dsc.lda.lucknow@gmail.com](mailto:dsc.lda.lucknow@gmail.com)

**1.10 Last date of receiving queries**

The Bidders may address their queries to the nodal officer specified below on or before the schedule indicated at Clause 1.8.

**The Chief Engineer or Executive Engineer (P.U.-1)**

Lucknow Development Authority,  
Pradhikaran Bhawan,  
Vipin Khand, Gomti Nagar, Lucknow-226010  
Telephone No: +91 522-2302577, +91 9918001534,  
Fax: +91 522-2396887  
E-Mail: [dsc.lda.lucknow@gmail.com](mailto:dsc.lda.lucknow@gmail.com)

The Bidders shall mark copy of all the queries/communication to the Transaction Advisor at [nitin.misra@innovest.in](mailto:nitin.misra@innovest.in)

**1.11 Communications**

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

**The Chief Engineer**

Lucknow Development Authority,  
Pradhikaran Bhawan,  
Vipin Khand, Gomti Nagar, Lucknow-226010  
Telephone No: +91 522-2302577, +91 9918001534,  
Fax: +91 522-2396887  
E-Mail: [dsc.lda.lucknow@gmail.com](mailto:dsc.lda.lucknow@gmail.com)

1.11.2 The Official Website of the Authority is: <http://www.ldalucknow.co.in>

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

"EOI-cum-RFP for Appointment of Independent Engineer for

Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow"

## 2. INSTRUCTIONS TO BIDDERS

### 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 are specified in this EOI-cum-RFP. In case a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term bidder (the "**Bidder**") means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this EOI-cum-RFP.

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

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Part-2 of the EOI-cum-RFP. The EOI and 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 Bidder shall be required to enter into an agreement with the Authority.

#### 2.1.4 Key Personnel

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

Key Personnel	Responsibilities
Senior Construction Engineer cum Team Leader (the "Team Leader")	He will lead, co ordinate and supervise the multidisciplinary team for undertaking the services as specified in the ToR. He will also review the Project development plan prepared by the Concessionaire and check its adherence to the requirements of the Concession Agreement. In addition he will be responsible for periodic review of the construction as per the provisions of the Concession Agreement. He will be assisted by the below mentioned team members as when required.

<b>Key Personnel</b>	<b>Responsibilities</b>
<b>Architect</b>	He will be responsible for reviewing the master plan and architectural drawings and working drawings submitted by the Concessionaire and provide comments / suggestions vis à vis the technical issues and adherence to requirements of the Concession Agreement and Applicable Laws. He will also assist the Team Leader in the periodic review of the construction as per the provisions of the Concession Agreement as and when required.
<b>Structural Engineer</b>	He will be responsible for reviewing the design and drawings at the Project development plan stage and as built drawings submitted by the Concessionaire and provide comments/suggestions vis à vis the technical issues and adherence to requirements of the Concession Agreement and Applicable Laws. He will also assist the Team Leader in the periodic review of the construction as per the provisions of the Concession Agreement as and when required.
<b>Utilities Expert</b>	He will be responsible for checking the design of utilities relating to plumbing, electricity, HVAC and other related aspects concerning the utilities in the Project. He will provide comments / suggestions vis à vis the technical issues and adherence to requirements of the Concession Agreement and Applicable Laws. He will also assist the Team Leader in the periodic review of the construction as per the provisions of the Concession Agreement as and when required.
<b>Quality cum Material Expert</b>	He will be responsible for review of quality assurance and control procedures including the framework for carrying out tests on Project Facilities. He will provide comments / suggestions vis à vis the technical issues and adherence to requirements of the Concession Agreement and Applicable Laws. He will also assist the Team Leader in the periodic review of the construction as per the provisions of the Concession Agreement as and when required.
<b>Environmental Expert</b>	He will be responsible for review of the Project works with respect to the Applicable Laws. He shall be called upon by the Team Leader as and when required.
<b>Legal Expert</b>	He will be responsible for reviewing the various Project Agreements during the course of the term of the Agreement. He will also be required to provide assistance in resolution of

Key Personnel	Responsibilities
	disputes as per the provisions of the Concession Agreement.

## 2.2 EOI Qualification Procedure

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. EOI Qualification Document of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its EOI Qualification Document, the Bidder shall fulfill the following:

a) The Bidder shall be a company incorporated in India under the (Indian) Companies Act 1956 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate along with its Proposal.

b) **Technical Capacity:** The Bidder shall have following minimum experience, over the past 7 (seven) years preceding the PDD:

I. **Preparation of Detailed Project Report (DPR):**

Experience of preparation of DPR/Feasibility-cum-Preliminary Design Report of Sport Infrastructure Projects<sup>1</sup> with aggregate cost of INR 360 crore or more OR Experience of preparation of DPR/Feasibility-cum-Preliminary Design Report of Core Infrastructure Projects<sup>2</sup> with aggregate cost of INR 720 crore or more.

AND

Experience of preparation of DPR/Feasibility-cum-Preliminary Design Report for at least one Sport Infrastructure Project of Cost INR 180 crore or more OR Experience of preparation of DPR/Feasibility-cum-Preliminary Design Report for at least one Core Infrastructure Project of Cost INR 360 crore or more.

II. **Project Supervision/Independent Consultant (IC)/ Independent Engineer (IE):**

Experience of Project Supervision/IC#/IE\$ of Sport Infrastructure Project with aggregate cost of INR

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<sup>1</sup> **Sports Infrastructure Projects** would mean Cricket or any other Stadium, Sports Academy and Sports Arena

<sup>2</sup> **Core Infrastructure Projects** would mean national/states highways and expressway, airports, refineries and pipelines thereof, railways, ports, power, telecom, industrial parks, SEZs, Group Housing and Integrated/Hi-tech Township

180 crore or more OR Experience of Project Supervision/IC/IE of Core Infrastructure Project with aggregate cost of INR 360 crore or more.

AND

Experience of Project Supervision/IC/IE of at least one Sport Infrastructure Project of Cost INR 100 crore or more OR Experience of Project Supervision/IC/IE of at least one Core Infrastructure Project of Cost INR 200 crore or more.

III. **Design/Proof Checking:**

Experience in Design/Proof Checking of one Sport Infrastructure Project of Cost more than INR 100 crore or more OR Experience in Design/Proof Checking of one Core Infrastructure Project of Cost more than INR 200 crore or more.

- c) **Financial Capacity:** The Bidder shall have received a minimum income of INR 25 (twenty five) crore per annum from professional fees during each of the 3 (three) financial years preceding the Proposal Due Date.

2.2.3 For purpose of EOI Qualification, only those projects be included, which are supported by the certificate of the clients mentioning that the consultancy work has been completed satisfactorily or has been substantially completed in case of Project Supervision/IC/IE works (substantial completion means 75% work in financial value having been executed satisfactorily).

2.2.4 The weightage given for experience of a firm would depend on the role of the firm in the respective assignments. The firm's experience would get full credit if it was the sole firm in the respective assignment. In case it was a lead firm, it would get 75% weightage and if it was the other partner in a Consortium of two firms, it would get 50% weightage; for the respective assignment. The above weights are reflected in the following table:

S. No.	Status of the firm	Weightage for
1.	Sole firm	100
2.	Lead partner in a JV	75%
3.	Other partner in a JV	50%

2.2.5 EOI Qualification Document of those Bidders who pass the minimum conditions of eligibility mentioned in clause 2.2.2 shall be evaluated and marked as per marking system as mentioned below:



S. No.	Description	Maximum Marks
1	Year of Establishment of Firm Less than 3 Years: 3 Marks More than 3 Years but less than 5 Years: 5 marks More than 5 but less than 7 Years: 8 marks More than 7 Years: 10 marks	10
2	Average Annual Turnover (last three years) More than INR 25 Cr but less than INR 30 Cr: 5 marks More than INR 30 Cr but less than INR 40 Cr: 8 marks More than INR 40 Cr: 10 marks	10
3	Experience of the firm in Preparation of DPR/Feasibility-cum-Preliminary Design Report for Sports/Core Infrastructure Projects during the last 7 years with aggregate project Cost of: <u>Sports Infrastructure</u> More than INR 180 Cr but less than INR 360 Cr: 8 marks More than INR 360 Cr but less than INR 500 Cr: 12 marks More than INR 500 Cr: 15 marks AND / OR <u>Core Infrastructure</u> More than INR 360 Cr but less than INR 720 Cr: 8 marks More than INR 720 Cr but less than INR 1000 Cr: 12 marks More than INR 1000 Cr: 15 marks	15
5	Experience of the Firm in Design/Proof Checking of Sports/Core Infrastructure Project during the last 7 years: <u>Sports Infrastructure</u> : 5 marks for each project costing INR 100 Cr or more AND / OR <u>Core Infrastructure</u> : 5 marks for each project costing INR 200 Cr or more	15
6	Experience of the firm in Project Supervision/IC/IE of Sports/Core Infrastructure Project during the last 7 years with aggregate project cost of: <u>Sports Infrastructure</u> More than INR 100 Cr but less than INR 180 Cr: 25 marks More than INR 180 Cr but less than INR 360 Cr: 40 marks More than INR 360 Cr: 50 marks AND / OR <u>Core Infrastructure</u> More than INR 200 Cr but less than INR 360 Cr: 25 marks More than INR 360 Cr but less than INR 720 Cr: 40 marks More than INR 720 Cr: 50 marks	50
	<b>TOTAL</b>	<b>100</b>

2.2.6 Top 10 (ten) scoring Bidders provided that they have scored minimum 60% marks in overall and minimum 70% marks in the criteria at S. No. 6 of marking system at Clause 2.2.5 above in the evaluation of EOI Qualification shall be shortlisted to constitute a panel of firms in accordance with the terms of the Concession Agreement.

- 2.2.7 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.
- 2.2.8 The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I.
- 2.2.9 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.10 A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 2.2.11 While submitting a Proposal, the Bidder 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, Bidders may format the specified forms making due provision for incorporation of the requested information

## **2.3 Conflict of Interest**

- 2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any

consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-2. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a) the Bidder, its consortium member (the "**Member**") or Associate (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or

- c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- d) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
- f) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the Bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the Bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial

Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

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

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

## **2.4 Number of Proposals**

No Bidder or its Associate shall submit more than one Proposal for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.

## **2.5 Cost of Proposal**

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be

responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

Bidders 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 Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organised for the benefit of prospective Bidders on dates, time and venue as specified in Clause 1.9.

## **2.7 Acknowledgement by Bidder**

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

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

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

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this EOI-cum-RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any

time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

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

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

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If the Bidder 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 Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the EOI-cum-RFP**

2.9.1 This EOI-cum-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:

#### **EOI-cum-RFP**

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

#### **Schedules**

1. Terms of Reference
2. Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

- Form 2: Particulars of the Bidder
- Form 3: Statement of Legal Capacity
- Form 4: Power of Attorney
- Form 5: Financial Capacity of Bidder
- Form 6: Particulars of Key Personnel
- Form 7: Proposed Methodology and Work Plan
- Form 8: Abstract of Assignments of Bidder
- Form 9: Abstract of Assignments of Key Personnel
- Form 10: Assignments of Bidder
- Form 11: Assignments of Key Personnel
- Form 12: CV of Key Personnel
- Form 13: Deployment of Personnel
- Form 14: Proposal for Sub-Consultant(s)

Appendix-II: Financial Proposal

- Form 1: Covering Letter
- Form 2: Financial Proposal
- Form 3: Estimate of Personnel Costs

## **2.10 Clarifications**

- 2.10.1 Bidders requiring any clarification on the EOI-cum-RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning EOI-cum-RFP for Selection of Independent Engineer for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow"

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

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

## **2.11 Amendment of EOI-cum-RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in



response to clarifications requested by an Bidder, modify the EOI-cum-RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

2.11.2 All such amendments will be notified on the Official Website along with the revised EOI-cum-RFP containing the amendments and will be binding on all Bidders.

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

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

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

### **2.13 Format and signing of Proposal**

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

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

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

- a) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- b) by the authorised representative of the Lead Member, in case of consortium.

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

- 2.13.4 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this EOI-cum-RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.18.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

## **2.14 EOI Qualification**

- 2.14.1 Bidders shall submit their submissions in response to the Conditions of EOI Qualification detailed out at Clause 2.2 of this EOI-cum-RFP document. The submissions shall be as per the formats at Appendix-I (the "**EOI Qualification Document**").
- 2.14.2 While submitting the EOI Qualification Document, the Bidder shall, in particular, ensure that:
- a) The Bid Security is provided;
  - b) All forms relating to Qualification Document are submitted in the prescribed formats and signed by the prescribed signatories;
  - c) Power of Attorney, if applicable, is executed as per Applicable Laws;
  - d) A true copy of the Incorporation Certificate is enclosed;
  - e) Technical Capacity is depicted as per Form 8 and Form 10 of the Appendix-I of the EOI-cum-RFP document;
  - f) Financial Capacity is depicted as per Form 5 of the Appendix-I of the EOI-cum-RFP document; and
  - g) The Proposal is responsive in terms of Clause 2.22.3.

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 The EOI Qualification Document shall not include any financial information relating to the Financial Proposal.
- 2.14.5 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the EOI-cum-RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.6 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Independent Engineer either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI-cum-RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Independent Engineer, as the case may be.
- 2.14.7 In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Technical Proposal**

- 2.15.1 Bidders shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").
- 2.15.2 To be eligible for evaluation of its Technical Proposal, the Bidder shall fulfil the following:
- A. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub clause (B) below.
  - B. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Appointment of Independent Engineer for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Senior Construction Engineer cum Team Leader	Graduate in Civil Engineering	12 years	<p>He should have led the team in at least two assignment of Project Supervision/IC/IE of:</p> <ul style="list-style-type: none"> <li>• Sport Infrastructure Project of Cost INR 100 Crore or more</li> </ul> <p>AND/OR</p> <ul style="list-style-type: none"> <li>• Core Infrastructure Project of Cost INR 200 Crore or more</li> </ul>
Architect	Graduate in Architecture	10 years	<p>He should have worked as an Architect for at least two assignment of:</p> <ul style="list-style-type: none"> <li>• DPR/Feasibility Study-cum-Preliminary Design Report for <ul style="list-style-type: none"> <li>◦ Sport Infrastructure Project of Cost INR 180 Crore or more</li> </ul> </li> </ul> <p>AND/OR</p> <ul style="list-style-type: none"> <li>◦ Core Infrastructure Project of Cost INR 360 Crore or more</li> </ul> <p>AND/OR</p> <ul style="list-style-type: none"> <li>• Design/Proof Checking of <ul style="list-style-type: none"> <li>◦ Sport Infrastructure Project of Cost INR 100 Crore or more</li> </ul> </li> </ul> <p>AND/OR</p> <ul style="list-style-type: none"> <li>◦ Design/Proof Checking of one Core Infrastructure Project of Cost INR 200 Crore or more</li> </ul>
Structural Engineer	Post Graduate in Structural Engineering	10 years	<p>He should have worked as lead structural engineer for at least two assignment of:</p> <ul style="list-style-type: none"> <li>• DPR/Feasibility Study-cum-Preliminary Design Report for <ul style="list-style-type: none"> <li>◦ Sport Infrastructure Project of Cost INR 180 Crore or more</li> </ul> </li> </ul> <p>AND/OR</p> <ul style="list-style-type: none"> <li>◦ Core Infrastructure Project of Cost INR</li> </ul>

Appointment of Independent Engineer for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
			<p>360 Crore or more AND/OR</p> <ul style="list-style-type: none"> <li>• Design/Proof Checking of               <ul style="list-style-type: none"> <li>o Sport Infrastructure Project of Cost INR 100 Crore or more</li> <li>OR</li> <li>o Design / Proof Checking of one Core Infrastructure Project of Cost INR 200 Crore or more</li> </ul> </li> </ul>
Utilities Expert	Graduate in Civil Engineering	7 years	<p>He should have worked as Utilities Expert for at least two assignment of:</p> <ul style="list-style-type: none"> <li>• DPR/Feasibility Study-cum-Preliminary Design Report for               <ul style="list-style-type: none"> <li>o Sport Infrastructure Project of Cost INR 180 Crore or more</li> <li>AND/OR</li> <li>o Core Infrastructure Project of Cost INR 360 Crore or more</li> </ul> </li> <li>AND/OR</li> <li>• Design/proof checking of               <ul style="list-style-type: none"> <li>o Sport Infrastructure Project of Cost INR 100 Crore or more</li> <li>AND/OR</li> <li>o Design / proof checking of one Core Infrastructure Project of Cost INR 200 Crore or more</li> </ul> </li> </ul>
Quality cum Material Expert	Graduate in Civil Engineering	7 years	<p>He should have led the team in at least two assignment of Project Supervision/IC/IE of:</p> <ul style="list-style-type: none"> <li>• Sport Infrastructure Project of Cost INR 100 Crore or more</li> <li>AND/OR</li> <li>• Core Infrastructure Project of Cost INR 200 Crore or more</li> </ul>

Key Personnel	Educational Qualification	Professional Experience	Experience on Eligible Assignments
Environmental Expert	Masters/ Bachelor in Environmental Science or equivalent	7 years	He should have led the environmental impact assessment teams or worked as a sole expert for two Project of: <ul style="list-style-type: none"> <li>• Sport Infrastructure Project of Cost INR 100 Crore or more</li> </ul> AND/OR <ul style="list-style-type: none"> <li>• Core Infrastructure Project of Cost INR 200 Crore or more</li> </ul>
Legal Expert	Bachelors in Law	7 years	He should have experience in handling legal issues pertaining to Sport Infrastructure and/or Core Infrastructure Projects

2.15.3 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the authorised signatories;
- b) CVs of all Key Personnel have been included;
- c) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.15.2 of the EOI-cum-RFP document;
- d) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- e) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- f) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the EOI-cum-RFP;
- g) Professional Personnel proposed have good working knowledge of English language;
- h) Key Personnel would be available for the period indicated in the TOR; and

- i) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal.
- 2.15.4 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.
- 2.15.5 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- 2.15.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.15.7 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 Independent Engineer 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 such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.15.8 A Bidder may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such sub-consultants should be submitted in Form-13 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.15.9 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the EOI-cum-RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.15.10 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Independent Engineer

either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this EOI-cum-RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Bidder or Consultant, as the case may be.

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

## **2.16 Financial Proposal**

2.16.1 Bidders shall submit the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Item F of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.16.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

ii. 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, 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.

iii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.



- iv. Costs (including break down of costs) shall be expressed in INR.

## **2.17 Submission of Proposal**

2.17.1 The Bidders 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 initialed by the Authorised Representative of the Bidder as per the terms of the EOI-cum-RFP document. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the EOI-cum-RFP document and the original EOI-cum-RFP uploaded by the Authority on its official website, the latter shall prevail.

2.17.2 The Proposal will be sealed in an outer envelope, which will bear the address of the Authority, EOI-cum-RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Bidder. It shall bear on top, the following:

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

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

2.17.3 The aforesaid outer envelope will contain three separate sealed envelopes, one clearly marked '**EOI Qualification Document**', second clearly marked '**Technical Proposal**' and the third clearly marked '**Financial Proposal**'. The envelope marked "EOI Qualification Document" shall contain:

- i. Submissions as per Clause 2.14.2; and
- ii. Bid security as specified in Clause 2.21.1

The envelope marked "Technical Proposal" shall contain:

- i. Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 14 of Appendix-I and supporting documents.

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

2.17.4 The EOI Qualification Document, Technical Proposal and Financial Proposal shall be typed or written in indelible ink and

signed by the Authorised Representative of the Bidder. All pages of the original Qualification Document, Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.17.5 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.

2.17.6 The Proposal shall be made in the Forms specified in this EOI-cum-RFP document. 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.

2.17.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Final Report by the Authority and discharge of all obligations of the Independent Engineer under the Agreement.

## **2.18 Proposal Due Date**

2.18.1 Proposal should be submitted at or before 1500 hrs on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this EOI-cum-RFP document. A receipt thereof should be obtained from the person specified therein.

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

## **2.19 Late Proposals**

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

## **2.20 Modification/ substitution/ withdrawal of Proposals**

2.20.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.21 Bid Security**

2.21.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2,00,000/- (Rupees two lakhs only) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Secretary, Lucknow Development Authority payable at Lucknow (the "**Bid Security**"), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Bidders as required in Clause 2.25.1. In the event that the first ranked Bidder commences the assignment as required in Clause 2.30, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time signing the Agreement in accordance with the provisions thereof.

2.21.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.21.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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

- a) If a Bidder submits a non-responsive Proposal;
- b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this EOI-cum-RFP document;
- c) If a Bidder withdraws its Proposal during the period of its validity as specified in this EOI-cum-RFP document and as extended by the Bidder from time to time;
- d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;

- e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

## **D. EVALUATION PROCESS**

### **2.22 Evaluation of Proposals**

- 2.22.1 The Authority shall open the Proposals at 1530 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked "EOI Qualification Document" shall be opened first. The envelopes marked "Technical Proposal" and "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the EOI-cum-RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
  - a) the EOI Qualification Document is received in the form specified at Appendix-I and the requirements stipulated at Clause 2.14.2;
  - b) it is accompanied by a demand draft of Rs. 50,000/- (Rupees fifty thousand only) in favour of "Secretary, Lucknow Development Authority" payable at Lucknow towards the Bid Document Fees;
  - c) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
  - d) it is accompanied by the Bid Security as specified in Clause 2.21.1.
  - e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.17;
  - f) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
  - g) it contains all the information (complete in all respects) as requested in the EOI-cum-RFP
  - h) it does not contain any condition or qualification; and
  - i) it is not non-responsive in terms hereof.

- 2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this EOI-cum-RFP.
- 2.22.6 After the evaluation of EOI Qualification Document, the Authority shall constitute a panel of firms in terms of Clause 3.2 for opening of their Technical Proposals. Subsequently Technical Proposals of panel of firms shall be evaluated and the Authority shall prepare a list of short-listed Bidders in terms of Clause 3.4. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of panel of firms and shortlisted Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final evaluation of the Proposals shall be carried out in terms of Clauses 3.5 and 3.6.
- 2.22.7 Bidders are advised that Selection will be entirely at the discretion of the Authority. Bidders 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.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority 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 Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the

power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.24 Clarifications**

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

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

## **E. APPOINTMENT OF INDEPENDENT ENGINEER**

### **2.25 Negotiations**

2.25.1 The Selected Bidder 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 Independent Engineer under this EOI-cum-RFP document. Issues such as deployment of Key Personnel, understanding of the EOI-cum-RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.3.2 shall be replaced by the Bidder with a better candidate to the satisfaction of the Authority. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.

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

2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

### **2.26 Substitution of Key Personnel**

2.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will,

however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.

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

## **2.27 Indemnity**

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

## **2.28 Award of Consultancy**

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

## **2.29 Execution of Agreement**

After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall execute the Agreement within the period

prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

**2.30 Commencement of assignment**

The appointed Independent Engineer shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Independent Engineer fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.21.4.

**2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the appointed Independent Engineer, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Independent Engineer to the Authority in relation to the Consultancy shall be the property of the Authority.



### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of EOI Qualification Document

3.1.1 In the first stage, the EOI Qualification Document will be evaluated on the ability of the Bidder to meet the Conditions of Eligibility as stipulated at Clause 2.2 of the EOI-cum-RFP document.

#### 3.2 Qualification of Bidders

3.2.1 The evaluation of the EOI Qualification Document shall be undertaken as per the process detailed out at Clauses 2.2 and 2.22.3.

3.2.2 Top Ten scoring Bidders in the evaluation of EOI Qualification subject to Clause 2.2.6 shall be shortlisted to constitute a panel of firms in accordance with the terms of the Concession Agreement.

3.2.3 The Proposals from the firms in the panel of firms which are responsive shall be pre-qualified for the opening of their Technical Proposals.

#### 3.3 Evaluation of Technical Proposals

3.3.1 In the second stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 80 marks or more out of 100 and meeting the conditions of eligibility for the Technical Proposal as per Clause 2.15.2 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

3.3.2 Each Key Personnel must score a minimum of 80% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 80% marks or any two of the remaining Key Personnel score less than 80% marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than 80% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 80% or above.

3.3.3 The scoring criteria to be used for evaluation of Technical Proposal shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience & Capability of the Applicant	40	Score of EOI Qualification stage shall be converted to a scale of 40

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Item Code	Parameter	Maximum Marks	Criteria
2.	Proposed Methodology and Work Plan	10	Evaluation will be based on the quality of submissions and presentation.
3.	Relevant Experience of the Key Personnel	50	
	3(a) Senior Construction Engineer cum Team Leader	12	Experience in Project Supervision/IC/IE of Project with aggregate project cost of: <u>For Sports Infrastructure</u> More than INR 100 Cr but less than INR 180 Cr: 6 marks More than INR 180 Cr but less than INR 360 Cr: 10 marks More than INR 360 Cr: 12 marks AND / OR <u>For Core Infrastructure</u> More than INR 200 Cr but less than INR 360 Cr: 6 marks More than INR 360 Cr but less than INR 720 Cr: 10 marks More than INR 720 Cr: 12 marks
	3(b) Architect	7	Experience in Preparation of DPR / Feasibility-cum-Preliminary Design Report/ Design / Proof Checking of Project with aggregate project cost of: <u>Sports Infrastructure</u> More than INR 180 Cr but less than INR 360 Cr: 4 marks More than INR 360 Cr but less than INR 500 Cr: 6 marks More than INR 500 Cr: 7 marks AND / OR <u>Core Infrastructure</u> More than INR 360 Cr but less than INR 720 Cr: 4 marks More than INR 720 Cr but less than INR 1000 Cr: 6 marks More than INR 1000 Cr: 7 marks
	3(c) Structural Engineer	7	- same as above -
	3(d) Utilities Expert	7	- same as above -
	3(e) Quality cum	7	Experience in Project

Item Code	Parameter	Maximum Marks	Criteria
	Material Expert		Supervision/IC/IE of Project with aggregate project cost of: <u>For Sports Infrastructure</u> More than INR 100 Cr but less than INR 180 Cr: 4 marks More than INR 180 Cr but less than INR 360 Cr: 6 marks More than INR 360 Cr: 7 marks AND / OR <u>For Core Infrastructure</u> More than INR 200 Cr but less than INR 360 Cr: 4 marks More than INR 360 Cr but less than INR 720 Cr: 6 marks More than INR 720 Cr: 7 marks
	3(f) Environmental Expert	5	Experience of environmental impact assessment and/or as a sole environmental expert for Project with aggregate project cost of: <u>For Sports Infrastructure</u> Less than INR 180 Cr: 3 marks More than INR 180 Cr: 5 marks AND / OR <u>For Core Infrastructure</u> Less than INR 360 Cr: 3 marks More than INR 360 Cr: 5 marks
	3(g) Legal Expert	5	Experience of handling legal issues pertaining to: <u>For Sports Infrastructure</u> Less than INR 180 Cr: 3 marks More than INR 180 Cr: 5 marks AND / OR <u>For Core Infrastructure</u> Less than INR 360 Cr: 3 marks More than INR 360 Cr: 5 marks

### 3.4 Short-listing of Bidders

Of the Bidders ranked as aforesaid, not more than 3 (three) shall be shortlisted for financial evaluation in the second stage. However, if the number of such pre-qualified Bidders is less than

two, the Authority may, in its sole discretion, pre-qualify the Bidder(s) whose technical score is less than 80 points even if such Bidder(s) do(es) not qualify in terms of Clause 3.3.2; provided that in such an event, the total number of pre-qualified and shortlisted Bidders shall not exceed two.

### **3.5 Evaluation of Financial Proposal**

3.5.1 In the second stage, the evaluation of Financial Proposals of the Short-listed Bidders shall be carried out as per this Clause 3.5.

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

3.5.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the appointed Independent Engineer.

### **3.6 Final Evaluation**

3.6.1 The Bidder submitting lowest quote in the Financial Proposal would be recommended for selection, however the Authority would have the right to negotiate with the Bidder as per the guidelines of GoUP. The Bidder with second lowest quote in the Financial Proposal shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI-cum-RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the EOI-cum-RFP, including consideration and evaluation of such Bidder's Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Agreement, if an Bidder or Independent Engineer, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Independent Engineer shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Independent Engineer, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the

execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOI 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 LOI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

## **5. PRE-PROPOSAL CONFERENCE**

- 5.1 Pre-Proposal conferences of the Bidders shall be convened at the designated date, time at the below mentioned venue:
- Masoud Hall, 2<sup>nd</sup> Floor, Pradhikaran Bhawan,  
Lucknow Development Authority,  
Vipin Khand, Gomti Nagar, Lucknow-226010
- 5.2 During the course of Pre-Proposal conference (s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Selection Process and/ or amend and/ or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.



## SCHEDULE 1: TERMS OF REFERENCE

### 1. Scope

- 1.1 These Terms of Reference for the Consultant (the "TOR") are, being specified pursuant to the Concession Agreement dated July 8, 2014 (the "Agreement"), which has been entered into between the Lucknow Development Authority and EKANA Sportz City Private Limited (the "Concessionaire") for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model, and a copy of which is annexed hereto and marked as Annex-A to form part of this TOR.
- 1.2 This TOR shall apply to construction, operation and maintenance of the Project. Whereas the TOR details out the scope of the Independent Engineer, it is hereby clarified that the Concession Agreement shall govern the scope of the Independent Engineer. In the event of any deviation in the scope of the Independent Engineer in the TOR and the Concession Agreement, the scope of the Independent Engineer as per the Concession Agreement shall be considered.

### 2. Definitions and interpretation

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, mutatis mutandis, to this TOR.

### 3. Role and functions of the Consultant

- 3.1 The role and functions of the Independent Engineer shall include the following:
- (a) review of Drawings of the Sports Infrastructure Project as set forth in Paragraph 4;
  - (b) review, inspection and monitoring of Construction Works with respect to the Sports Infrastructure Project as set forth in Paragraph 4;

- (c) conducting Tests of the Sports Infrastructure Project on completion of construction and issuing Provisional Certificate as set forth in Paragraph 4;
  - (d) review, inspection and monitoring of O&M of Sports Infrastructure Project as set forth in Paragraph 5;
  - (e) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
  - (f) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation; and
  - (g) undertaking all other duties and functions in accordance with the Agreement.
- 3.2 The role and functions of the Independent Engineer shall not include review inspection and monitoring of development of the Real Estate Project.
- 3.3 The Independent Engineer shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 4. Construction Period**
- 4.1 During the Construction Period, the Independent Engineer shall undertake a detailed review of Drawings of the Sports Infrastructure Project to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys and traffic surveys. The Independent Engineer shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Independent Engineer shall review any modified Drawings and supporting Documents, if any sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 4.3 The Independent Engineer shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.4 Upon reference by the Authority, the Independent Engineer shall review and comment on the EPC Contract or any other

- contract for construction, operation and maintenance of the Sports Infrastructure Project, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.
- 4.5 The Independent Engineer shall review the monthly progress report relating to the Sports Infrastructure Project as furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 4.6 The Independent Engineer shall inspect the Construction Works with respect to the Sports Infrastructure Project once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the “**Inspection Report**”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with respect to the Sports Infrastructure Project with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Sports Infrastructure Project. The Independent Engineer shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 4.7 The Independent Engineer may inspect the Sports Infrastructure Project more than once in a month if any lapses, defects or deficiencies require such inspections.
- 4.8 For determining that the Construction Works with respect to the Sports Infrastructure Project conform to Specifications and Standards, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer in accordance with Good Industry Practice for quality assurance. The Independent Engineer shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.
- 4.9 The sample size of the tests, to be specified by the Independent Engineer under Paragraph 4.8, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed by [the Authority] for the construction works undertaken by the Authority through their contractors; provided that the Independent Engineer may, for reasons to be recorded in writing, increase the aforesaid

- sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 4.10 The timing of tests referred to in Paragraph 4.8, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer in accordance with the Good Industry Practice for quality assurance. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 4.11 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works with respect to the Sports Infrastructure Project into conformity with the Specifications and Standards, and the provisions of this Paragraph 4 shall apply to such tests.
- 4.12 In the event that the Concessionaire fails to achieve Provisional COD – I or Provisional COD - II or Sports Infrastructure COD, the Independent Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer determines that the completion of the Sports Infrastructure Project is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Provisional COD – I or Provisional COD - II or Sports Infrastructure COD, as the case may be, shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 4.13 If at any time during the Construction Period, the Independent Engineer determines that the Concessionaire has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works with respect to the Sports Infrastructure Project that should be suspended for ensuring safety in respect thereof.
- 4.14 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and Users, it may, by notice in writing, require the Independent Engineer to inspect such works, and within 3 (three) days of receiving such

notice, the Independent Engineer shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.

4.15 If suspension of Construction Works with respect to the Sports Infrastructure Project is for reasons not attributable to the Concessionaire, the Independent Engineer shall determine the extension of dates set forth in the Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

4.16 The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and recommend to Authority for issue of a Completion Certificate or directly issue the Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 4.16 and all matters incidental thereto, the Independent Engineer shall act under and in accordance with the provisions of Article 14 and Schedule-I of the Agreement.

4.17 The Independent Engineer shall aid and advise the Concessionaire in preparing the Maintenance Manual.

4.18 During the Construction Period, the Independent Engineer shall review the progress and costs incurred by the Concessionaire for the development of the Sports Infrastructure Project half yearly starting from the Appointed Date. The Independent Engineer shall compare the progress of the Project with the construction schedule mentioned in the DPR approved by the Authority. On the basis of its review regarding the project progress and cost incurred, the Independent Engineer shall submit a report to the Authority within 7 (Seven) days of such review.

## **5. Operation Period**

5.1 In respect of the Drawings, Documents and Safety Report received by the Independent Engineer for its review and comments during the Operation Period, the provisions of Paragraph 5 shall apply, mutatis mutandis.

5.2 The Independent Engineer shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.

5.3 The Independent Engineer shall review the quarterly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.

- 5.4 The Independent Engineer shall inspect the Sports Infrastructure Project once every quarter, preferably after receipt of the quarterly status report from the Concessionaire, but before the 20th (twentieth) day of the following month after the end of the quarter in any case, and make out an O&M Inspection Report (the "**O&M Inspection Report**") setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Sports Infrastructure Project. The Independent Engineer shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 5.5 The Independent Engineer may inspect the Sports Infrastructure Project more than once in a quarter, if any lapses, defects or deficiencies require such inspections.
- 5.6 The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Sports Infrastructure Project is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 5.7 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K of the Agreement, the Independent Engineer shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 5.8 The Independent Engineer shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 5.9 The Independent Engineer shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 19.4 of the Agreement.
- 5.10 In the event that the Concessionaire notifies the Independent Engineer of any modifications that it proposes to make to the Sports Infrastructure Project, the Independent Engineer shall review the same and send its comments to the Authority and

the Concessionaire within 15 (fifteen) days of receiving the proposal.

## **6. Termination**

6.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer shall, in the presence of a representative of the Concessionaire, inspect the Sports Infrastructure Project for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 34.1 of the Agreement and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer determines that the status of the Sports Infrastructure Project is such that its repair and rectification would require a larger amount than the sum set forth in Clause 35.2 of the Agreement, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.

6.2 The Independent Engineer shall inspect the Sports Infrastructure Project twice during a period of 120 (one hundred twenty) days after Termination for determining the liability of the Concessionaire under Article 35 of the Agreement, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

## **7. Determination of costs and time**

7.1 The Independent Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

7.2 The Independent Engineer shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

## **8. Other duties and functions**

The Independent Engineer shall perform all other duties and functions specified in the Agreement.

## **9. Miscellaneous**

9.1 The Independent Engineer shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.

9.2 A copy of all communications, comments, instructions, Drawings sent by the Independent Engineer to the Concessionaire

pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer thereon shall be furnished by the Independent Engineer to the Authority forthwith.

- 9.3 The Independent Engineer shall obtain, and the Concessionaire shall furnish in two copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer, whereupon the Independent Engineer shall send one of the copies to the Authority along with its comments thereon.
- 9.4 The Independent Engineer shall retain at least one copy each of all Drawings received by it, including 'as-built' Drawings, and keep them in its safe custody.
- 9.5 Upon completion of its assignment hereunder, the Independent Engineer shall duly classify and list all Drawings, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said document shall also be furnished in micro film form or in such other medium as may be acceptable to the Authority.



## **SCHEDULE 2: GUIDANCE NOTE ON CONFLICT OF INTEREST**

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

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards 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 consultant’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 walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many 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 only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope-creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. 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 consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

**APPENDIX – I**

**Form-1**

*(See Clause 2.1.3)*

**TECHNICAL PROPOSAL**

**Letter of Proposal**

(On Bidder's letter head)

(Date and Reference)

To,

**The Chief Engineer**

Lucknow Development Authority,  
Pradhikaran Bhawan,  
Gomti Nagar, Lucknow-226010

**Sub:** Appointment of Independent Engineering services for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model

**Dear Sir,**

With reference to your EOI-cum-RFP Document dated 11.06.2015, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Independent Engineer for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model. The proposal is unconditional and unqualified.

1. 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.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates

have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We declare that:
  - a) I/We have examined and have no reservations to the EOI-cum-RFP Documents, including any Addendum issued by the Authority;
  - b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the EOI-cum-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 EOI-cum-RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the EOI-cum-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.
7. 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 Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the EOI-cum-RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as Independent Engineer.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. 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.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Independent Engineer or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Bid Security of Rs. \*\*\*\*\* (Rupees \*\*\*\*\* ) in the form of a Demand Draft is attached, in accordance with the EOI-cum-RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the EOI-cum-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 or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the EOI-cum-RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the EOI-cum-RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied EOI-cum-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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This EOI Qualification Document read with the Technical Proposal and the Financial Proposal shall constitute the Proposal which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the EOI-cum-RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI-cum-RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder / Lead Member)

**Appendix- I**

**Form-2**

**Particulars of the Bidder**

1.1	Title of Consultancy: Independent Engineering services for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model
1.2	Title of Project: Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow
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: 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 Bidder: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.5	If the Bidder 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 Bidder, (in case of a consortium, for each Member), state the following information: iv. In case of non Indian Firm, does the Firm have business presence in India? <p style="text-align: right;">Yes/No</p> If so, provide the office address(es) in India. v. Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or

	<p>breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>vi. Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>vii. Has the Bidder 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>viii. Has the Bidder 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><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</b></p>
1.7	<p>Does the Bidder's company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
1.8	<p>Does the Bidder 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 Bidder agree that it will only be acceptable as Consultant, 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 Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p>(Signature, name and designation of the authorized signatory) For</p>



	and on behalf of
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**Appendix- I**

**Form-2**

**Statement of Legal Capacity**

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

(Date and Reference)

To,

**The Chief Engineer**

Lucknow Development Authority,  
Pradhikaran Bhawan,  
Gomti Nagar, Lucknow-226010

Dear Sir,

**Sub:** Appointment of Independent Engineering services for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model

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

I/We have agreed that (insert Bidder's name) will act as the Lead Member of our consortium.<sup>3</sup>

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

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<sup>3</sup> Please strike out whichever is not applicable



**APPENDIX-I**

**Form-4**

**Power of Attorney**

Know all men by these presents, we, \_\_\_\_\_ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms \_\_\_\_\_ son/daughter/wife and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position 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 for and selection as the Independent Engineer for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow, proposed to be developed by Lucknow Development Authority (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

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

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarised by a notary public.*

*Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX-I**

**Form-5**

**Financial Capacity of the Bidder**

*(Refer Clause 2.2.2(C))*

S. No.	Financial Year	Annual Revenue (in Rs. crores)
1.		
2.		
3.		

Certificate from the Statutory Auditor<sup>\$</sup>  
This is to certify that ..... (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.  
Name of the audit firm:  
Seal of the audit firm  
Date:  
  
(Signature, name and designation of the authorised signatory)

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

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

**APPENDIX-I**

**Form-6**

**Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

\*Refer Form 9 of Appendix I Experience of Key Personnel

## APPENDIX-I

### Form-7

#### Proposed Methodology and Work Plan

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

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder 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 Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Bidder is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

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



**APPENDIX-I**

**Form-8**

**Abstract of Assignments of the Bidder\***

*(Refer Clauses 3.1 and 3.3)*

<b>S. No.</b>	<b>Name of Project</b>	<b>Project Type</b> (Sport Infrastructure or Core Infrastructure)	<b>Name of Client</b>	<b>Estimated capital cost of Project</b> (in Rs. crores) <sup>#</sup>	<b>Nature of Consultancy</b> **
(1)	(2)	(3)	(4)	(5)	(6)
1					
2					
3					
4					

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

# Exchange rate should be taken as INR 60 per US\$ for conversion to Rupees.

\*\* Please specify the nature of consultancy services viz. Detailed Project Report / Feasibility-cum-Preliminary or Project Supervision / Independent Consultant or Design / Proof Checking

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

**Certificate from the Statutory Auditor<sup>\$</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

**APPENDIX-I**

**Form-9**

**Abstract of Assignments of Key Personnel<sup>@</sup>**

*(Refer Clause 3.3)*

Name of Key Personnel:

Designation:

S. No.	Name of Project*	Project Type (Sport Infrastructure or Core Infrastructure)	Name of Client	Estimated capital cost of project (in Rs. crores)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man-days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

@ Use separate Form for each Key Personnel.

\* The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

**APPENDIX-I**

**Form-10**

**Assignments of Bidder**

*(Refer Clause 3.1 and 3.3)*

Name of Bidder:	
Name of the Project:	
Project Type (Sport Infrastructure or Core Infrastructure):	
Description of services performed by the Bidder:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. crores):	
Payment received by the Bidder (in Rs. crores):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

**Notes:**

1. Use separate sheet for each Project.
2. Exchange rate should be taken as INR 60 per US \$ for conversion to Rupees.

**APPENDIX-I**

**Form-11**

**Assignments of Key Personnel**

*(Refer Clause 3.1 and 3.3)*

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project Type (Sport Infrastructure or Core Infrastructure):	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.	
(Signature and name of Key Personnel)	

**Notes:**

1. Use separate sheet for each Project.

**APPENDIX-I**

**Form-12**

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name & Type of Project	Description of responsibilities
------------------------	---------------------------------

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

Certification:

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

(Signature and name of the Key Personnel)

Place

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

**Notes:**

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Bidder

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 (specify)	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.																														
Total Man-days																														

**APPENDIX-I**

**Form-14**

**Proposal for Sub-Consultant(s)**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

**Note:**

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix-I.
2. Use separate form for each Sub-Consultant



**APPENDIX-II**  
**FINANCIAL PROPOSAL**

Form-1

**Covering Letter**

*(On Bidder's letter head)*

(Date and Reference)

To,

**The Chief Engineer**

Lucknow Development Authority,  
Pradhikaran Bhawan,  
Gomti Nagar, Lucknow-226010

Dear Sir,

**Sub:** Appointment of Independent Engineering services for Development of International Level Cricket Stadium and Multi-purpose Sports Complex in Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer Basis under Public Private Partnership Model

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

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

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

**APPENDIX-II**

**Form-2**

**Financial Proposal**

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL AND LOCAL COSTS	
I.	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II.	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III.	Office Rent	
IV.	Office Consumables like stationery, communication etc.	
V.	Office Furniture and Equipment (Rental)	
VI.	Reports and Document Printing	
VII.	Surveys & Investigations	
VIII.	Miscellaneous Expenses	
	Sub-total Resident Personnel and Local Costs (A):	
B.	EXPATRIATE PERSONNEL	
I.	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Sub-total Expatriate Personnel (B):	
C.	<b>SUBTOTAL OF A+B</b>	
D.	<b>OVERHEAD EXPENSES @ _____% of (D)</b>	
E.	<b>SERVICE TAX</b>	
F.	<b>TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees in figures in words</b>	
G.	<b>ADDITIONAL COSTS (not included in evaluation)</b>	
I.	Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares for each Personnel)	
II.	International travel from firm's office to the Project Office (restricted to two return full fare economy class air fares for each Expatriate Personnel)	
III.	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for three return fares)	
	<b>Total of Additional Costs (H)</b>	
I.	<b>TOTAL COST OF THE CONSULTANCY (G+H) In Indian Rupees in Figures in Words</b>	

**Note:**

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item F shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item G shall not be reckoned for purposes of financial evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form-3.
3. Miscellaneous Expenses in Item A VIII shall not exceed 15% (fifteen per cent) of the total amount in Item D.
4. Domestic Air Fare in Item G I shall not be payable to the Consultant's Personnel who are normally stationed in \*\*\*\*\*.
5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty per cent) under any head of expenditure specified in the summary of Financial Proposal may be re-appropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten per cent) in respect of the recipient head of expenditure. Upon Notification of such re-appropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead/ miscellaneous expenses.
10. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
11. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man-days spent on the Consultancy.

**APPENDIX-II**

**Form-3**

**Estimate of Personnel Costs**

ID No.	Position	Name	Man-day Rate (Rs.)	Total Man Days	Amount (Rs.)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total:					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					
Total:					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					
Total:					