



REGIONAL CENTRE FOR URBAN AND ENVIRONMENTAL STUDIES, LUCKNOW

EXPRESSION OF INTEREST FOR
EMPANELMENT IN THE AREA OF
WATER & AIR QUALITY MONITORING



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DISCLAIMER

The information contained in this Expression of Interest document (**EOI Document**) or subsequently provided to BIDDER (s), whether verbally or in documentary form or otherwise by REGIONAL CENTRE FOR URBAN & ENVIRONMENTAL STUDIES (RCUES), LUCKNOW or any of its employees or advisors, is provided to BIDDER(s) on the terms and conditions set out in this EOI Document and such other terms and conditions subject to which such information is provided. The EOI Document is neither an agreement nor a binding offer by the Department to the prospective BIDDERS or any other person. The purpose of this EOI Document is to provide interested parties with information to assist in the formulation of their Proposal pursuant to this EOI Document. This EOI Document includes statements, which reflect various assumptions and assessments arrived at by Department in relation to the Project. Such assumptions and statements do not purport to contain all the information that each BIDDER may require. This EOI Document may not be appropriate for all persons, and it is not possible for the Department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI Document. The assumptions, assessments, statements and information contained in this EOI Document may not be complete, accurate, adequate or correct. Each BIDDER shall conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI Document and obtain independent advice from appropriate sources.

Information provided in this EOI to the BIDDER(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The RCUES, its employees and advisors, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein, its employees and advisors make no representation or warranty, express or implied, and shall have no responsibility or 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 Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI Document and any assessment, assumption or information contained therein or deemed to form part of this EOI Document or arising in any way with evaluation of BIDDERS or selection of the Successful BIDDER in the selection process.

The RCUES, its employees and advisors, 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 Document.

The RCUES 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. The issue of this EOI Document does not imply that the RCUES, Lucknow is bound to select a BIDDER for implementing the Project and the RCUES, Lucknow reserves the right to reject all or any of the Proposals/Bids or withdraw or cancel the EOI Document or annul the selection process at any time without assigning any reasons whatsoever. The BIDDER shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the RCUES, Lucknow or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the BIDDER and the Department, its employees and advisors, shall not be liable in any manner whatsoever for the same and for any other costs or other expenses incurred by an BIDDER in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

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NOTIFICATION FOR EXPRESSION OF INTEREST (EOI)

Ref: URC/1617(A)/24/2021-22

Date: 07/01/2022

To,
All Prospective BIDDERS

Sub: "Empanelment in the area of Water & Air Quality Monitoring"

Sir,

The **RCUES, Lucknow** invites proposals for "**Empanelment in the area of Water & Air Quality Monitoring**". The Background Information and Terms of Reference are provided in Expression of Interest. This EOI is available to all experienced & qualified individual professional as Consultant and the Consultant will be selected through procedures described in this EOI.

The EOI includes the following documents:

- Data Sheet
- Expression of Interest
- Terms of Reference
- Instruction to BIDDERS
- Eligibility Criteria
- Submission & Evaluation of the Proposal
- Technical Submission Forms

The deadline for receipt of proposals shall be on the date mentioned in Notice Inviting Request for Proposals. **RCUES** reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

**Director
RCUES**

S.No.	DATA SHEET
1.	Name of the Client: Regional Centre for Urban & Environmental Studies (RCUES)
2.	Name of the Assignment: "Empanelment in the area of Water & Air Quality Monitoring"
3.	Details on the services to be provided: As Mentioned in Terms of Reference (ToR) of the EOI
4.	Financial Proposal to be submitted together with Technical Proposal: Yes
5.	Proposals must remain valid for 180 days
6.	<p>The Cost of RFP Documents would be Rs. 11,800.00 (Rupees Eleven Thousand Eight Hundred Only) for Firms & Rs.5,900/- for individuals, to be paid through RTGS/NEFT in the following account details:</p> <ul style="list-style-type: none"> • Bank Name: Axis bank • Ltd Branch Name: Aliganj,Lucknow • Account Name: Regional centre for Urban & EnvironmentalStudies Lucknow • Account No.:914010033522336 • IFSC:UTIB0001692
7.	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
8.	Under this contract the Consultant's payments are as mentioned in Terms of Reference (ToR).
9.	It is expected that the Consultant will quote its Fee considering all requirements for satisfactory performance of the services which are included in ToR.
10.	Amounts payable by RCUES to the Consultant under the contract shall be on the basis of Tax Invoice.
11.	Eligibility Criteria: As per mentioned in the RFP
12.	Evaluation Criteria: Technical Proposals shall be evaluated on the basis of the criteria provided in the RFP.
13.	Method of selection: The selection is based on QCBS and further details on the evaluation process are specified in RFP

I. INTRODUCTION:

The Regional Centre for Urban & Environmental Studies (RCUES), Lucknow was established at Lucknow in the year 1968 by the Ministry of Housing and Urban Affairs, Government of India. It is one of the premier Centers in the country established to play a positive role in the field of urban transport management.

II. BACKGROUND

REGIONAL CENTRE FOR URBAN & ENVIRONMENTAL STUDIES (RCUES), serves as the Resource Centre for different flagship projects including Smart City Mission, Urban Transport and AMRUT. It provides a range of quality Consultancy and training services to the Urban Development Departments of the ten States in the country. Besides formulating policies and programs for overall urban development in the state, the Urban Development Department, Government of Uttar Pradesh (GoUP) is also implementing a number of centrally sponsored schemes of Ministry of Housing and Urban Affairs, Government of India (GoI) i.e. Smart Cities, AMRUT, Swachh Bharat Mission, etc. It is proposed that the services of qualified Consultant/s may be required for proper planning and implementation of these schemes. The Consultant will also help in project/scheme conceptualization, processing preliminary studies, assisting in procurement of technical consultants, contract management and such other works which may be deemed necessary regarding implementation of the schemes.

In view of the above RCUES Lucknow has decided to empanel agencies to create a pool of capacity that can provide technical support to implement various projects/studies/evaluations/trainings in the field of urban sector and **Water & Air Quality Monitoring** to help ULBs to design, structure, and manage various urban development schemes/ programmes effectively in cities and towns.

Accordingly, the **RCUES, Lucknow, herewith, invites EoI from eligible Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs to indicate their interest to be empaneled for providing support to the RCUES, Lucknow in following categories:**

S.N.	CATEGORIES
1.	Water & Air Quality Monitoring

The agencies/firms/individual professionals which are already empanelled at earlier occasions with RCUES Lucknow for same or for other sectors or schemes are also required to apply afresh for empanelment in the above sector.

The last date for submission of EOI is 16.02.2022 by 3:00 pm.

EOI should be submitted to "The Administrative Officer, Regional Centre for Urban & Environmental Studies, Lucknow Adjacent Registrar's Officer, Lucknow University Campus, Lucknow-226007 by post or by special messenger.

TOR for Empanelment is at Annexure- I.

Pre Requisite Qualification & Eligibility Criteria is at Annexure II.

Formats for submission of EOI is at Annexure- III.

III. TERMS & REFERENCE FOR EMPANELMENT

1. IMPORTANT NOTICE

- i. This Expression of Interest (EOI) does not constitute an offer or an invitation by "The Regional Centre for Urban & Environmental Studies, Lucknow to the prospective consultant nor should the same be treated as a bid document. The purpose of this EOI is to elicit information from interested parties/individuals, as regards their eligibility to bid, with a view to shortlist and empanel pre-qualifying prospective Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOS

- ii. RCUES, Lucknow does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this TOR document and it is not possible for RCUES, Lucknow to consider particular needs of each party who reads or uses this TOR document. This EOI document does not purport to contain all the information, a prospective applicant may require. Each prospective applicant should conduct an independent assessment of the information in this document and, if required, retain advisors to provide the necessary professional advice.

- iii. Neither RCUES, Lucknow, nor their employees or consultant, make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI.

- iv. RCUES Lucknow reserves the right to accept or reject any or all of the offers at any stage of the process. RCUES, Lucknow reserves the right to change any or all of the provisions of this EOI. Such a change would be intimated on the website of RCUES, Lucknow.
- v. RCUES Lucknow reserves the right to change, modify, add to or alter the bidding process including inclusion of an additional stage for short listing of pre-qualified bidder based on detailed evaluation of capabilities. Any change in the bidding process shall be intimated on the website of RCUES, Lucknow.

2. PURPOSE OF THE EXPRESSION OF INTEREST

- i. The purpose of empanelment is to create a pool of capacity that can provide technical support to RCUES Lucknow to implement various consultancy projects/studies/evaluations/trainings in the field of **Water & Air Quality Monitoring Sector**.
- ii. The objective is to empanel Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOS who have proven track record, experience and financial strength to undertake various tasks and to assist RCUES Lucknow in achieving its objectives under the above mentioned category.

3. WHO CAN APPLY?

- i. **Any Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs can apply for empanelment.**
- ii. Those have experience and expertise in the below mentioned category can apply for empanelment

4. CATEGORIES FOR EMPANELMENT

The Expression of Interest from reputed and experienced Consultancy Firms, Individual Professionals, Agencies and NGOs is being invited in following categories.

S.N.	CATEGORIES
1.	Water & Air Quality Monitoring

5. SELECTION PROCESS

- i. Online bids for this category are required to be submitted by the bidders via e-procurement.
- ii. RCUES Lucknow will utilize both this Expression of Interest (EOI) and a subsequent Request for Proposal (RFP) as selection process.
- iii. The EOI would be evaluated based on the company/individual profile and eligibility criteria for qualification to be submitted as per format at Annexure-III and the short listed Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOS would be empanelled.
- iv. The Empanelled Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs would be asked to submit a RFP as and when there is need for execution/implementation of the project/assignment by the Centre. After evaluation of the RFP, the qualified consultant will be selected for the said project.
- v. If after empanelment those consultants who procures any consultancy assignment/project on its own for RCUES, Lucknow, then concerned consultant shall be given first right for the task unless it refuses in writing to RCUES, Lucknow its inability to take

up the said task. Following which the RCUES Lucknow shall have the right to transfer/pass the said task to other empanelled consultants. The terms & conditions for such cases shall be fixed by RCUES, Lucknow and shall be bidding.

6. TENDER FEE:

i. The Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs applying for empanelment would be required to submit Tender fee (non-refundable) as under:

a. In case of Consultancy Firms, Joint Ventures, Consortiums etc.-Rs 11,800/- (INR)

b. In case of Individual Professionals- Rs. 5,900/-

- **Bank Name: Axis bank Ltd**
- **Branch Name: Aliganj, Lucknow**
- **Account Name: Regional centre for Urban & Environmental Studies Lucknow**
- **Account No.: 914010033522336**
- **IFSC: UTIB0001692**

ii. The Tender Fee should be submitted along with this EOI in the form of Demand Draft from any nationalized bank/scheduled bank of India and drawn in favour of the Regional Centre for Urban & Environmental Studies, Lucknow payable at Lucknow, Uttar Pradesh, India.

7. SUBMISSION OF EOI

i. **The last date for online submission of EOI is 16.02.2022 by 3:00 pm.**

ii. **EOI documents received after the due date shall not be considered.**

iii. Those applying for empanelment should submit the copy of TOR

Document duly signed by its authorized signatory along with the EOI.

- iv. The completed EOI should reach the following address by post or by special messenger:

**The Administrative Officer,
Regional Centre for Urban & Environmental Studies,
Adjacent Registrar's Officer,
Lucknow University Campus, Lucknow-226007.**

8. OPENING OF EOI

The EOI will be opened on **17.02.2022 at 4:00 PM**, in the office of RCUES, Lucknow at the above mentioned address, at 4.00 pm.

9. INSTRUCTIONS TO BIDDERS

- i. The EOI that is incomplete in any respect, is not consistent with the requirements as specified in this EOI document, may be considered as non adhering to the requirements and may be liable for rejection.
- ii. Strict adherence to formats, wherever specified, is required. Non – adherence to formats may be a ground for rejecting the EOI.
- iii. All communication and information should be provided in writing and in the English language only.
- iv. All the communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words.
- v. No change in, or supplementary information to, EOI shall be accepted after its submission. However, the RCUES Lucknow reserves the right to seek additional information from the consultant, if found necessary,

during the course of evaluation of the EOI. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by the RCUES Lucknow, may be a ground for rejecting the EOI.

- vi. The EOI shall be evaluated category wise as per requisite qualification and eligibility criteria as specified in Annexure-II of this EOI. However, within the broad framework of the eligibility parameters as stated in this EOI, RCUES Lucknow reserves the right to make modifications to the stated eligibility criteria at any stage, which shall be uniformly applied to all the consultant.
- vii. The Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs applying for empanelment should designate one or more persons ("Contact Person" and "Authorized Signatory") to represent it in dealings with RCUES Lucknow. This designated person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the consultants.
- viii. If any claim made, or information provided, by the Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs applying for empanelment in the EOI or any information provided in response to any subsequent query of RCUES Lucknow, is found to be incorrect or is a material misrepresentation of facts, then the EOI may be liable for rejection.
- ix. The Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs applying for empanelment shall be responsible for all the costs associated with the preparation of the EOI. RCUES Lucknow shall not be responsible in any way for such costs, regardless of the conduct or outcome of this progress.

- x. RCUES, Lucknow shall not be responsible for any delay in receipt of the EOI documents.
- xi. The RCUES Lucknow reserves the right to reject any or all of the EOI without assigning any reason whatsoever.
- xii. Mere submission of information does not entitle the Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs applying for empanelment to meet an eligibility criterion. The RCUES Lucknow reserves the right to vet and verify any or all information submitted by the applicant.
- xiii. The RCUES Lucknow reserves the right to change, modify, add to or alter the bidding process including inclusion of an additional stage for selecting consultants based on detailed evaluation of capabilities. Any change in the bidding process shall be intimated in RCUES Website.
- xiv. The RCUES Lucknow further reserves the right to waive any minor deficiencies in the responses received, if it is in the interest of the RCUES, Lucknow.
- xv. The determination of the criteria and the process whereby responses are evaluated, the decision as to who shall receive a empanelment letter, or whether or not an empanelment shall be made as a result of this EOI, shall be at the sole and absolute discretion of RCUES Lucknow, and in accordance with its requirements.

- xvi. EOI must be properly signed by the authorized person of Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs applying for empanelment.
- xvii. Any application not in specified format or incomplete or not legible shall be summarily rejected without any intimation to applicant and no further request in the matter shall be entertained after specified date and time.

10. DISQUALIFICATION

Failure by the Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs to adhere to the minimum submission requirements described below and stated previously would result in the disqualification from the EOI process:

- i. Submission of the EOI after the last date of submission.
- ii. Non submission of the prescribed Tender fee.
- iii. Non submission of the EOI in the prescribed format.
- iv. Making misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
- v. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- vi. Submission of an EOI, which is not accompanied by the required documentation or is non responsive.
- vii. Failure to provide clarifications related thereto.
- viii. Consultant who canvass or attempt to influence the qualification or Selection process shall be disqualified from the process at any stage.
- ix. EOI not accompanying the signed copy of TOR shall be liable for rejection.

11. VALIDITY OF EMPANELMENT:

- i. The initial validity of the empanelment will be for a period of three years. Validity of empanelment shall last till such time as decided by RCUES Lucknow from time to time or till it empanels another fresh list of Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs.
- ii. Empanelment is liable for cancellation if at any stage it is found that the documents/information submitted in the EOI are false.

12. ENQUIRIES

Clarifications, if any, can be sought from:

**The Administrative Officer,
Regional Centre for Urban & Environmental
Studies, Adjacent Registrar's Officer,
Lucknow University
Campus, Lucknow-
226007.
Ph: 0522-2740165**

**Mr Himanshu
Chandra Assistant
Director,
Regional Centre for Urban & Environmental
Studies, Adjacent Registrar's Officer,
Lucknow University
Campus, Lucknow-
226007.
Email: himanshu.rcueslko@gmail.com**

IV. BASIC ELIGIBILITY CRITERIA:

ELIGIBILITY:

For Firm/Private Company/Limited Company & others

- a. The Bidder shall be a private company, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law board. The bidder shall be required to submit a true copy of its Incorporation Certificate.
- b. The Bidder must have a valid Goods & Service Tax (GSTN) registration.
- c. The Bidder must have at least one office in India which has been operational for the last 3 (Three years or more).
- d. The Bidder/Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted/debarred/termination of contract except for reasons of convenience of client by any Government/Government Board/State Government Departments/ Corporation/Company/Statutory Body/PSU company/Non-Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in last 3 years.
- e. The Consultant should have a minimum average annual turnover of Indian Rs. 01 (One) crores during the last three (3) financial years period comprised of 2017-18, 2018-19 & 2019-20.
- f. Sub-consultancy and consortium will not be allowed.

For Individual

- a. The Individual should not have been blacklisted/debarred/terminated except for reasons of convenience of client by any Government/Government Board/Corporation/Company/Statutory Body/ PSU/Government of any Sovereign Countries/ Private Agencies in last 3 years.
- b. Copy of valid pan card and Aadhaar card are be enclosed.
- c. Past Experience:
 - i. Number of Years of Experience in respective category
 - ii. Experience of implementation of Water & Air Quality Monitoring projects/ similar assignments atthe Urban Local Bodies & Parastatels in India.

- d. Experience of Key Personnel:
 - i. Qualification in the relevant field
 - ii. Relevant Experience in the category

PRE-QUALIFICATION CRITERIA:

- i. The Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs are required to submit required documents in support of their fulfillment of Prequalification and eligibility criteria for the category.
- ii. In case of Joint Ventures and Consortium, the lead partner should be technically sound of the eligibility.
- iii. In case of Joint Ventures and Consortium there shall not be more than three partners. If such Joint Ventures and Consortiums get empanelled, they will have to submit a registered agreement between partners to RCUES, Lucknow.
- iv. Any Consultancy Firms, Joint Ventures, Consortiums, Individual Professionals, Agencies and NGOs should have skill and expertise of respective category and should have experience of handling of at least one project in the category in urban sector in last two years.

Any amendment thus issued shall form a part of the EOI Document and shall be communicated through RCUES Website.

To give the prospective BIDDERS reasonable time in which to take such amendments/modifications into account for preparing their Proposals, RCUES reserves the right to extend the Proposal Due Date.

Confidentiality

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred BIDDER(s) / Successful BIDDER(s) shall not be disclosed to any person who is officially not concerned with the process or is not a retained professional advisor advising RCUES in relation to, or matters arising out of, or concerning the process. RCUES shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. RCUES shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or RCUES.

Litigation History

The Consultant/Bidder/Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted / debarred / termination of contract except for reasons of convenience of client by any Government / Government Board / State Government Department/ Corporation / Company / Statutory Body / PSU company / Non- Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in last 10 years.

Conflict of Interest

The BIDDER shall not have a conflict of interest (the "Conflict of Interest") that affects the selection process. Any BIDDER found to have a Conflict of Interest shall be disqualified. In the event of disqualification, RCUES shall be entitled to forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the RCUES and not by way of penalty for, inter alia, the time, cost and effort of the RCUES, including consideration of such BIDDER's Application (the "Damages"), without prejudice to any other right or remedy that may be available to RCUES under the agreement or otherwise.

A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of

its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired by Urban Development Department, U.P. for an Assignment/job shall not be hired for the Assignment/job for other sub-departments.

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential

conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

Fraud and Corrupt Practices

The BIDDERS and their respective officers, employees, agents shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, RCUES may reject an Application 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 in the selection process.

Bidder should have, during the last five 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, nor engaged in fraudulent misconducts, nor anti bribery, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Without prejudice to the rights of RCUES hereinabove, if the BIDDER is found by RCUES, 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, such BIDDER shall not be eligible to participate in any of EOI/ RFP issued by RCUES during a period of 2 (two) years from the date such BIDDER is found by RCUES 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, as the case may be. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the RCUES who is or has been associated in any manner, directly or indirectly, with the selection process or the LOA or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the RCUES, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the agreement, who at any time has been or is a legal, financial or technical adviser of the RCUES in relation to any matter concerning the Project;
- b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
- c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Urban Development Department, Government of UP 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.

V. FORMATS FOR SUBMISSION OF EOI

PERFORMA-I

FORMAT FOR LETTER OF INTENT

To
"The Administrative Officer,
Regional Centre for Urban & Environmental Studies, Lucknow
Adjacent Registrar's Officer, Lucknow University Campus,
Lucknow-226007

Subject: Expression of Interest for "Empanelment in the area of Water & Air Quality Monitoring"

Sir,

We, the undersigned, offer to provide and express our Interest for Empanelment of Consultant forCategory in accordance to the EOI with tender noticedated

Our Proposal shall be binding upon us subject to the modifications resulting from EOI, up to expiration of the validity period of the Proposal, i.e. 180 days from date of submission of Proposal.

We undertake that, in completing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Authorized Signature

Name and Title of Signatory:

Name of Firm:

PERFORMA-II-A

**FORMAT FOR CONSULTANCY FIRMS, JOINT VENTURES, CONSORTIUMS,
AGENCIES AND NGOS**

Name of the Applicant (In full):

Name of the Contact Person:

Address:

Telephone no:

E-mail address:

Year of incorporation:

(Certificate of Registration to be enclosed)

Details of PAN:

(Copy of PAN Card to be enclosed)

Details of GST Registration No.:

(Copy of GST Registration to be enclosed)

Annual Turnover: Annual Turnover during last three financial year.

(Signature of Authorized Person)

PERFORMA -II -B

**FORMAT FOR CONSULTANCY FIRMS, JOINT VENTURES, CONSORTIUMS,
AGENCIES AND NGOS**

PROJECT DETAILS" - CATEGORIES WISE

Sl No.	Name of the Project	Name of the Client (Govt./Semi - Govt./Private)	Estimated Project Cost	Status of the Project (Completed/under execution/under planning process)	Details/proof of Agreement/ letter of intent/work order etc.

Firm's Name:

Authorized Signature:

PERFORMA –II -C

PROJECT DETAILS (Category Wise)

Assignment Name:	Approx. value of the contract (in INR in Crore):
Country: India Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-
Address:	Approx. value of the services provided by your firm under the contract (in INR in million):
Start Date (Month/Year): Completion Date (Month/Year):	No of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed
Name of Associated Consultants, If any:	
Narrative Description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

PERFORMA-II-D

**FORMAT FOR CONSULTANCY FIRMS, JOINT VENTURES, CONSORTIUMS,
AGENCIES AND NGOS**

FINANCIAL DETAILS

S. No.	Financial Year	Annual Turnover
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that has received the payments shown above against the respective years on account of professional fees for advisory services in the infrastructure sector.

Name of Authorized Signatory: Designation:

Name of firm :

(Signature of the Statutory Auditor)

Seal of the Firm

Note:

1. In case the Consultancy Firms, Joint Ventures, Consortiums, Agencies and NGOs does not have a statutory auditor, it may provide the certificate from its chartered accountant.
2. In case of Joint Ventures and Consortiums certificate from all the partners by their chartered accountant / statutory auditor

PERFORMA -III- A

FORMAT FOR INDIVIDUAL PROFESSIONALS

1	Name of the Professional	
2	Address	
3	Phone No.	
4	Fax No.	
5	E mail	
7	Mobile No.	
8.	PAN No. (copy to enclosed)	

Sr.No.	Name of the Professional	Expertise	Qualification	Experience in year

(Signature of Authorized Person)

PERFORMA-III- B

a. Traffic and Road Safety Expert

Name of Expert					
Sex (Male / Female)					
Date of Birth					
PAN Number and ADHAAR Number					
Address for Communication					
Key Qualifications					
Total Experience					
Statement of Professional experiences – Key expertise					
Sl.No.	Client/Organization	Designation	Project Name	Key Task performed	Duration
A	Work experience in GOI/State Government/ULB/ corporations on infrastructure projects				
1					
2					
3					
B	Experience of urban service delivery including project conceptualization, preparation of DPRs, Feasibility reports of various infrastructure projects. (10 marks for each project, maximum 02 projects)				
1					
2					
C	Experience of design and monitoring of infrastructure projects (water supply/sewerage/drainage/solid waste management/ renewable/parks) (10 marks for each project, maximum 02 projects)				
1					
2					
D	Experience in preparation of techno-financial feasibility of various infrastructure projects. (05 marks for each project, maximum 02 projects)				
Statement of Interest – 15 marks.					

Annexure-IV

Curriculum Vitae of the Applicant

Proposed Position	
Name of Expert	
Date of Birth	
Citizenship	
Education	<i>Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained</i>
Membership in Professional Associations	
Other Training	
Countries of Work Experience	
Languages	Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.
Employment Record <i>Starting with present position, list in reverse order every employment held. For experience in last years, also give types of activities performed and client references, where appropriate.</i>	From: Date to Date Employer: Position Held:
Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	
Certification	
(signature with date)	
I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience. I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary action being taken by the Department.	