



U.P. Expressways Industrial Development Authority

Setup by GoUP Under UP Industrial Area Development Act 1976

**REQUEST FOR QUALIFICATION
CUM
REQUEST FOR PROPOSAL
(RFQ-cum-RFP)**

FOR

**SELECTION OF A CONSULTANT FOR COMPREHENSIVE
EIA AND EMP, ENVIRONMENTAL CLEARANCE AND
FOREST CLEARANCE FOR UP DEFENCE INDUSTRIAL
CORRIDOR PROJECT**

May, 2020

UTTAR PRADESH EXPRESSWAYS INDUSTRIAL DEVELOPMENT AUTHORITY (UPEIDA)

2nd Floor, C-13, Paryatan Bhawan, Vipin Khand, Gomti Nagar, Lucknow- 226010

Email- upeida2@gmail.com web-<http://upeida.org>

☎ 0522-2307542/2307592, Fax-0522-4013560,

DISCLAIMER

The information contained in this Request for Qualification-cum-Request for Proposal document (“**RFQ-cum-RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFQ-cum-RFP and such other terms and conditions subject to which such information is provided.

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

Information provided in this “RFQ-CUM-RFP” to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this “RFQ-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 assumption contained in this “RFQ-CUM-RFP”.

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

**NOTICE INVITING RFQ-cum-RFP**

Uttar Pradesh Expressways Industrial Development Authority (UPEIDA) invites technical and financial proposals from interested parties for 'Selection of a consultant for comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project'.

S.no.	Description	Date/details
1.	Issue of RFQ-cum-RFP document on the e-tender portal https://etender.up.nic.in	29/05/2020
2.	Non-refundable cost of RFQ-cum-RFP document (on or before the Bid Submission date).	Rs. 5,900 (inclusive of GST) Payable through RTGS/NEFT in the Account of UPEIDA (Bank Name- Union Bank of India; Account No- 381502010108457; IFSC- UBIN0538159).
3.	Refundable Proposal Security on or before the Bid Submission date)	Rs. 50,000/- Payable through RTGS/NEFT in the Account of UPEIDA (Bank Name- Union Bank of India; Account No- 381502010108457; IFSC- UBIN0538159).
4.	Online Bid submission End Date	13/06/2020 upto 1300 hrs
5.	Physical Submission of (i) Hard copy of Technical Proposal (ii) proof of payment of online Document Fee (iii) proof of payment of online Proposal Security.	15/06/2020 upto 1400 hrs
6.	Presentations by Applicants and opening of Technical Proposals	15/06/2020 at 1530 hrs
7.	Announcement of shortlist and online Opening of Financial e-bids	To be announced later
8.	Bid Validity period	120 Days

Chief Executive Officer, UPEIDA
Paryatan Bhawan, C-13, Vipin Khand,
Gomti Nagar, Lucknow – 226010 Uttar Pradesh
 e-mail: upeida2@gmail.com, web site: www.upeida.org
 phone: 0522 2307542/2307592

1. INTRODUCTION

1.1 Background

Uttar Pradesh Expressways Industrial Development Authority (UPEIDA) is engaged in the development of Expressways and Industrial Corridors as a part of the Industrial Development of the State of Uttar Pradesh. UPEIDA has developed 302Km. long Agra-Lucknow Expressway and has commenced construction of another 342 Km. long Lucknow to Ghazipur 'Purvanchal Expressway'. Besides these Expressways, UPEIDA is also in the process of developing few other Green Field Expressways as well as Industrial/Defence Corridor.

1.1.1 The Defence Industrial Corridor Project:

Industrial Development Department, Govt. of UP has nominated UPEIDA as the Nodal Agency for:

- Land acquisition related works for Defence Corridor
- Execution, implementation and proprietorship of Defence Corridor through the medium of a Special Purpose Vehicle as per the guidelines of Govt of India's Defence Policy.

1.1.2 Further, as per the GO no. 40/2018/3484/77-3-2018-158(M)/18 dated 07.12.2018 issued by Industrial Development Department-3, GoUP, six Nodes in the Districts of Jhansi (3025.348 Ha.), Chitrakoot (500.00 Ha.), Jalaun (200.00 Ha.), Aligarh (100.00 Ha.), Agra (300.00 Ha.) and Kanpur Nagar (1000.00 Ha.) have been identified for the purpose of setting up of Defence Industrial Corridor in Uttar Pradesh. Further, one or two districts may be added/replaced/deleted in future depending upon the need and the Demand of the Defence Industrial Corridor Project. Following is the status of land purchase/acquisition/transfer process in the First phase of the Project in the Districts of Jhansi, Chitrakoot, Aligarh and Kanpur Nagar:-

S.N. of the Node	District	Identified Land Area (in Hectare)	Tehsil	Village	Approved Land for the Project (Hectare)	Land arranged till 15.03.2020 (Ha.)	Google Map Link
1.	Jhansi	3025.348	Garautha	Erach			https://goo.gl/maps/xJTDs3MhdmoyNtHF6
				Genda Kabola			https://goo.gl/maps/HUw6Jf8ZfZHyduWX7
				Katharri			https://goo.gl/maps/YJgau3k6aF7wpDwk7
				Jhabra			https://goo.gl/maps/nY4NXhKrABoyMBRj7
				Naikera			https://goo.gl/maps/xS7q6sCJRVAB1cDL9
			Total		1087.516	1000.8072	
2.	Chitrakoot	500.000	Karwi	Khutaura			https://goo.gl/maps/JFvVqrTsUVPcmUgD8
				Bakta Bujurg			https://goo.gl/maps/D7ub6yu1Ro6JF9ph8
				Total	102.806	95.934	
3.	Aligarh	100.000	Khair	Andla	45.8290	45.8290	https://goo.gl/maps/j8dwe4P8iW85QZKe8
4.	Kanpur Nagar	1000.00	Narval	Sarh	217.7009	39.7950	https://goo.gl/maps/eM4oiEY5TfYKhgZB9
5.	Agra	300.000	To be acquired in Pase-II.				
6.	Lucknow-Unnao/Jalaun	200.000	To be acquired in Pase-II.				
	Total	5125.348			1453.8519	1182.3652	

1.1.3 The Nodes at Jhansi, Chitrakoot, Aligarh and Kanpur Nagar have been taken up for development in Phase-I, whereas other two Nodes shall be considered for Phase-II development.

1.1.4 The Authority seeks the services of a Consultant for Preparation of Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project.

1.2 RFQ-cum-RFP

The Authority intends to engage the services of a Consultant for “Preparation of Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project”.

UP Expressways Industrial Development Authority (UPEIDA), on behalf of GoUP, (the “Authority”) invites Request for Qualification-cum-Request for Proposal (“RFQ-CUM-RFP”) (the “Proposals”) for selection of a Consultant (the “Consultant”) for “Preparation of Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project” (the “Project”) on the Terms **and** Conditions mentioned in the “RFQ-CUM-RFP” document.

The Authority intends to select the Consultant for above Project through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site.

1.4 Procurement of “RFQ-CUM-RFP” Document

“RFQ-CUM-RFP” document can be obtained from the date of issue of notice till Proposal Due Date (the “PDD”) on e-procurement platform <https://etender.up.nic.in> . A payment of a non refundable document cost of Rs. 5900.00 (Rupees Five Thousand nine Hundred only) (inclusive of GST) through RTGS/NEFT in the Account of UPEIDA (Bank Name- Union Bank of India; Account No- 381502010108457; IFSC-UBIN0538159) should be made.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Authority has adopted a Single Stage Two Envelope Selection Process (collectively the “Selection Process”) in evaluating the Proposals. At first, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed (qualified) applicants shall be prepared as specified in Clause 3.2. Subsequently, the financial proposal of only Short-listed Applicants shall be opened. For selection of the Consultant, Quality cum Cost Based selection (QCBS) method shall be adopted, which has been fully described in Clause no. 3 “Criteria for Evaluation”. The Applicant achieving the highest combined technical and financial score as described in Clause no. 3 “Criteria for Evaluation”, will be ranked highest applicant as H-1 and shall be considered to be the “Successful Applicant”. If

necessary, the H-1 applicant may be invited for negotiations, clarifications and reconfirmation of commitments and its obligations under this “RFQ-CUM-RFP”, deployment of Key Personnel, methodology and quality of the work plan, while the second ranked Applicant (H-2) will be kept in reserve.

1.7 Currency conversion rate and payment

1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this “RFQ-CUM-RFP”. The Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

S. No.	Event Description	Estimated Date
1.	Date of issuance of RFQ-cum-RFP	29/05/2020
2.	Proposal Due Date (PDD)	13/06/2020 upto 13:00 hrs.
3.	Physical Submission of (i) Hard copy of Technical Proposal (ii) proof of payment of online Document Fee (iii) proof of payment of online Proposal Security.	15/06/2020 upto 1400 hrs.
4.	Presentations by Applicants and opening of Technical Proposals	15/06/2020 at 15:30 hrs.
5.	Opening of Financial Proposals	To be announced later
6.	Bid Validity period	120 Days

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

Prospective applicants may visit the Site and review the available data at any time prior to PDD.

1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:
Chief Executive Officer,
2nd Floor, Paryatan Bhawan,
C-13, Vipin Khand, Gomti Nagar, Lucknow- 226010
☎ 0522-2301142/2301492/4013560, Fax-0522-4013560
email-upeida2@gmail.com

1.10.2 The **Official Website** of the Authority is: <http://www.upeida.in>
 E-Tender Portal : <https://etender.up.nic.in>

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

"RFQ-CUM-RFP for selection of a Consultant for Preparation of Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project"

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Assignment are specified in this "RFQ-CUM-RFP". In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Assignment, it may participate in the Selection Process in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this "RFQ-CUM-RFP".

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Consultancy Evaluation Committee (CEC), through the Selection Process specified in this "RFQ-CUM-RFP". Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section -2 of the "RFQ-CUM-RFP". The Technical proposal shall be submitted in the **Forms at Appendix-I** and the Financial Proposal shall be submitted, online only on the e-tender portal, in the BOQ format as shown at **Appendix-II**.

2.1.4 Key Personnel

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

S. No.	Position	Min. No. of years of professional experience	Specific Expertise
1	Team Leader	15	Should have Masters in Environmental Engineering/ Environmental Science. He/she should have Relevant experience of at least 15 years in conducting EIA studies for large projects like Expressways/Highways, Townships, SEZ's, Industrial Area, Regional EIA etc. Should also have experience related to Forest Clearance for the said projects.
2	Environmental Specialist	10	Should be a Postgraduate in Environmental Planning/ Engineering/ Environmental Sciences or relevant disciplines with appropriate experience in conducting EIA, environment modelling & preparing Environmental Management plans.
3	Socio-Economic Specialist	10	Should have Masters in Social work/ Economics/ Development planning or equivalent with expertise in collection of socio-economic data, social assessment, preparation of R&R plans etc.
4	Ecology and Biodiversity Expert	10	Should hold a masters degree in botany / geology / environmental science / forestry / biodiversity.
5	Environmental Policy & Law Expert	10	Should be a Law Graduate with Expertise in Environmental Policy and Laws.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the” **Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following Minimum Eligibility Criteria:

2.2.2 A Technical Parameters:

- (i) The Sole Applicant/Lead Partner should have valid Accreditation from NABET/QCI under Category A for 7c for carrying out the EIA studies as envisaged under this RFP. The details with proof of valid Accreditation Certificate from NABET/ QCI under Category A for 7c should be enclosed indicating validity period. (Form-12 of Appendix-I).
- (ii) The firm should have undertaken / completed atleast 1 (One) similar project of conducting Environmental Impact assessment, collection & establishment of baseline data, preparing Environmental Management Plan and taking environmental clearances from authorities for the projects in the field of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways for a minimum area of 50 Ha. or for min. length of 100 Km each. **(List to be provided as per Form-6 of Appendix-I).**
- (iii) The firm should have successfully completed assignments related to Forest Clearance from MoEFCC for atleast 1 (one) similar project of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways for a minimum area of 50 Ha. or for min. length of 100 Km for Highways/ Expressways. **(List to be provided as per Form-7 of Appendix-I).**

(For (ii), and (iii), a single project can qualify for both categories, if both Environmental Clearance and Forest Clearance were taken by the Consultant for the project.)

2.2.2 B Financial Parameters:

- (i) The firm should have Average annual turnover of atleast **Rs. 05 Crore** for last 3 financial years. (i.e F.Y. 2016-17, 2017-18 and 2018-19).

Note:- i- Information on B (i) should be certified by a Chartered Accountant in the Form-5 of Appendix-I.

ii- The Applicant applying in Consortiums will have to submit the information of A and B in respect of each consortium member individually as well as for the consortium as a whole for the purpose of Minimum Qualifying Criteria as per Clause – 2.2.2 and Evaluation of Technical Proposals as per Clause- 3.1. However, in the case of consortium, clause 2.2.2 A (i) shall be applicable for Lead Member.

iii- In case of MNCs Networth, Turnover and Net Profit of Indian operations of the Consultant in INR as on a particular date duly certified by a Chartered Accountant is required to be submitted.

2.2.2 C Availability of Key Personnel:

The Applicant shall offer and make available all key personnel meeting the requirements as following:

S. No.	Position	Min. No. of years of professional experience	Specific Expertise
1	Team Leader	15	Should have Masters in Environmental Engineering/ Environmental Science. He/she should have Relevant experience of at least 15 years in conducting EIA studies for large projects like Expressways/Highways, Townships, SEZ's, Industrial Area, Regional EIA etc. Should also have experience related to Forest Clearance for the said projects.
2	Environmental Specialist	10	Should be a Postgraduate in Environmental Planning/ Engineering/ Environmental Sciences or relevant disciplines with appropriate experience in conducting EIA, environment modelling & preparing Environmental Management plans.
3	Socio-Economic Specialist	10	Should have Masters in Social work/ Economics/ Development planning or equivalent with expertise in collection of socio-economic data, social assessment, preparation of R&R plans etc.
4	Ecology and Biodiversity Expert	10	Should hold a Masters degree in Botany / Geology / Environmental Science / Forestry / Biodiversity.
5	Environmental Policy & Law Expert	10	Should be a Law Graduate with Expertise in Environmental Policy and Laws.

2.2.3 The Applicant should submit a Power of Attorney as per the format at Form -4 of Appendix-I.

2.2.4 Any entity which has been barred or blacklisted by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar/blacklisting subsists as on the date of Proposal, would not be eligible to submit the Proposal.

2.2.5 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant.

2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.2.7 Names of Key Personnel given in the proposal by the applicant and so evaluated by the authority shall be part of assignment.

- 2.2.8 All reports, final as well as interim, shall be signed by the respective Key Personnel in addition to the Team Leader.
- 2.2.9 There should be sufficient evidence to show that the Key Personnel have actually worked on the assignment.
- 2.2.10 Substitution of Key Personnel can only be done in accordance with Clause-2.25 and not otherwise.
- 2.2.11 Along with the CV's of proposed Key Personnel to be engaged in the assignment, photocopies of Final Degrees/Certificates from recognized Universities/Institutes should be attached as a proof of their educational qualifications. Provisional Degrees/Certificates and Marksheets shall not be considered as a proof of their educational qualifications.

2.3 Conflict of Interest

The selected consultant shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the UPEIDA/GoUP under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the UPEIDA/GoUP interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other UPEIDA/GoUP, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Consultants shall not be hired, under the circumstances set forth below:-

- a) Conflict between Consulting activities and procurement of goods, works or services: A Consultant/ Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b) Conflict among consulting assignments: Neither consultants (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting UPEIDA in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly,

consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- c) Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

2.4 Number of Proposals

An Applicant is eligible to submit only one Application for the assignment.

2.5 Cost of Proposal

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

2.6 Verification of information

Applicants are encouraged to submit their respective Proposals after verifying all necessary information and after careful examination of the "RFQ-CUM-RFP".

2.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the "RFQ-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 "RFQ-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 Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to "RFQ-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 "RFQ-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 The Authority reserves the right to reject any Proposal if:

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

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification /rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best applicant, or 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 “RFQ-CUM-RFP”

2.9.1 This “RFQ-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:

“RFQ-cum-RFP”

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Deleted
- 6 Miscellaneous
- 7 Payment Schedule

Schedules

- 1 Terms of Reference
- 2 Form of Agreement/Contract

Annexure -A: Terms of Reference.

Annexure -B: Composition of the Team and Task(s) of Key Personnel.

Annexure -C: Form of Bank Guarantee for Performance Security.

Annexure -D: Financial Proposal.

Annexure -E: Power of Attorney with Board Resolution.

Annexure -F: Copies of RFQ-cum-RFP, Addendums and Clarifications.

Annexure -G: Copy of Letter of Award

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of Applicant

Form 6: Project Development Experience of applicant with respect to project of conducting Environmental Impact assessment, collection & establishment of baseline data, preparing Environmental Management Plan and taking environmental clearances from authorities in the field of Industrial Area/Parks/Townships, SEZs, Airports, Highways and Expressways.

Form 7: Successful completion of assignment related to Forest Clearance from MoEFCC for projects of Industrial Area/Parks/ Townships/SEZs.

Form 8: Brief Company Profile, local presence, Associates, Major clients and projects etc.

Form 9: Approach Paper on methodology and work plan for performing the assignment.

Form 10: Proposed composition of Core Team and Task(s) of Key Personnel

Form 11: CVs of proposed Key Personnel

Form 12: Copy of the necessary sector specific Accreditation from NABET/QCI for carrying out the EIA studies as envisaged under this RFP.

Appendix – II: Financial Proposal

Form 1: To be submitted online in separate e-envelope ‘BOQ’

2.10 Deleted.

2.11 Amendment of “RFQ-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 Applicant, modify the “RFQ-CUM-RFP” document by the issuance of Addendum/ Amendment and posting it on the at e-tender portal <https://etender.up.nic.in>

2.11.2 All such amendments will be posted on e-tender portal <https://etender.up.nic.in> and will be binding on all Applicants.

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

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all Communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this “RFQ-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 Applicant shall provide all the information sought under this “RFQ-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 Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. 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 as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorized person holding the Power of Attorney (the “**Authorised Representative**”), in case of a Limited Company or a corporation; or
- (iv) by the Authorized Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.13.3 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents uploaded by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the Technical Proposal in the formats at Appendix-I (the “**Technical Proposal**”). The scanned copy of Technical Proposal shall be submitted online in the e-envelope of ‘Technical Proposal’. The same shall also be submitted in original in a hard bound copy in the office of UPEIDA on or before the Proposal Due Date & Time. However any document (in hard copy) not submitted online in e-envelope or is not same as that submitted online shall not be considered for evaluation.

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

- (a) CVs of all Key Personnel have been submitted;
- (b) Key Personnel have been proposed only if they meet the requirements laid down at Clause 2.2.2 (C) of the RFQ-cum-RFP;
- (c) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (d) the CVs have been recently signed in blue/black ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/not countersigned CVs shall be rejected;
- (e) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFQ-cum-RFP; and

- (f) Key Personnel proposed should have good working knowledge of English language.
 - (g) Along with the CV's of proposed Key Personnel to be engaged in the assignment, photocopies of Final Degrees/Certificates from recognized Universities/Institutes should be attached as a proof of their educational qualifications. Provisional Degrees/Certificates and Marksheets shall not be considered as a proof of their educational qualifications.
- 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 Technical Proposal 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 Applicant in response to the "RFQ-CUM-RFP". Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.6** In case it is found during the evaluation or subsequently, and during the period of subsistence of the assignment thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this "RFQ-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 Applicant 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 any other right or remedy that may be available to the Authority.
- 2.14.7** If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after award of assignment, he shall be debarred for any future assignment of the Authority. The award of this Assignment to the Applicant shall also be liable to cancellation in such an event.
- 2.14.8** The proposed team shall be composed of experts and specialists (the "Professional Personnel") in their respective areas of expertise and managerial/ support staff (the "Support Personnel") such that the Consultant should be able to complete the assignment 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 Assignment.

2.15 Financial Proposal

2.15.1 Applicants shall submit Financial Proposal online only in separate e-envelope (BOQ) containing Financial Proposal as per format at Appendix-II (the “**Financial Proposal**”) clearly indicating the Basic Rate per Hectare area of nodes of the UP Defence Industrial Corridor Project (inclusive of GST), in both figures and words, in Indian Rupees for providing the Consulting services for getting Forest Clearance and Environmental Clearance Certificate for each node of the Defence Industrial Corridor Project, on the stipulated terms and conditions and other particulars indicated in the RFQ-cum-RFP document. The financial proposal should not be submitted with the Technical proposal.

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

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

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the online Proposal through e-tender Portal viz. <https://etender.up.nic.in> with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. The Applicant shall be responsible for its accuracy and correctness of the proposal as per the version uploaded by the Authority on e-tender Portal viz. <https://etender.up.nic.in> and shall ensure that there are no changes caused in the content of the downloaded document.

2.16.2 The proposal shall contain two separate e-envelopes, one for ‘**Technical Proposal**’ and the other for ‘**Financial Proposal**’. The envelope marked “**Technical Proposal**” shall contain:

- (i) Application in the prescribed format Form 1 to 12 of Appendix-I and supporting documents;
- (ii) copy of Memorandum and Articles of Association, if the Applicant is a corporate body, and if a partnership then a copy of its partnership deed;
- (iii) copies of Applicant’s duly audited Balance Sheets for the preceding three years i.e 2016-17, 2017-18 and 2018-19 ; and
- (iv) Proposal Security as specified in Clause No. 2.20.1, to be deposited through RTGS/NEFT.

- 2.16.3** The e-envelope marked “**Financial Proposal**” shall contain the financial proposal in the prescribed format (**Form 1 of Appendix-II**).
- 2.16.4** The “**Technical Proposal**” shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant. All pages of the “**Technical Proposal**” must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5** The completed Proposal must be submitted online on or before the specified time on Proposal Due Date.
- 2.16.6** The Proposal shall be made in the Forms specified in this “RFQ-CUM-RFP”. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- 2.16.7** The Financial Proposal shall be firm throughout the period of performance of the assignment upto and discharge of all obligations of the Consultant under the assignment. However, in case if the area of UP Defence Industrial Corridor is increased then following shall be applicable:
- (a) In case the total area of nodes indicated in the RFQ-cum-RFP document, increases then pro-rata Quoted/ Agreed Rate in Rupees Per Hectare area of Nodes (inclusive of GST) will remain the same. However, if area in these nodes exceeds more than 50% of total area of nodes indicated in the RFQ-cum-RFP document, then the payable cost will not be increased further and the maximum payable cost shall be $[1.5 \times (\text{total Area of Nodes as per RFQ-cum-RFP document}) \times (\text{Quoted/Agreed Rates})]$ (including GST @18%).
 - (b) In case new nodes are identified other than the Nodes mentioned in RFQ-cum-RFP document, in future, then the rates to carry out the work will remain the same as Quoted/Agreed Rates per hectare of area (including GST@18%). Capping of 1.5 times the area will not be applicable in this case. However, in case, if any of the node indicated in the RFQ-cum-RFP document is replaced with a different node, then the same shall be treated to be included in the Nodes mentioned in RFQ-cum-RFP document and the capping indicated at (a) above shall be applicable.

2.16.8 e-Bid requirements:

The Bid Submission module of e-tender portal <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-bid published by the Authority. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-tender portal. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-bid schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- (i) For participating in e-Bid through the e-bidding system, it is necessary for the bidders, to be the registered users of the e-tender portal [http:// etender.up.nic.in](http://etender.up.nic.in). The bidders must obtain a User Login Id and Password by registering themselves if they have not done so previously for registration.
- (ii) In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- (iii) For successful registration of DSC on e-tender portal <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-tender portal <http:// etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise, even before e-Bid submission date starts. The Authority shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- (iv) The bidder can search for active bids through "Search Active bids" link, select a bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the bid, for which the bidder intends to e-Bid, from "My Bids" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the e-bid document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-bid document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- (v) The bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of bid document/ e-Bid processing fee and EMD payment details. After entering and saving the cost of bid document/ e-Bid processing fee and EMD details, the bidder should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Document Cost/Processing Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the bid details. The details available in the scanned copy of bid form cost and of EMD shall be verified by the Authority and in case of any discrepancy the e-bid shall be rejected.
- (vi) Next the bidder should upload the Technical e-Bid documents for Fee details (Cost of bid document/ e-Bid processing fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- (vii) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- (viii) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- (ix) Authority reserves the right to cancel any or all e-Bids without assigning any reason.

2.16.9 Deadline for Submission of e-Bid

- (i) e-Bid (Technical and Financial) must be submitted by the bidders at e-tender portal <http://etender.up.nic.in> not later than the prescribed date and time.
- (ii) The Authority may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.10 Late e-Bid

The server time indicated in the Bid Management window on the e-tender portal <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-bid. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

2.16.11 Withdrawal and Resubmission of e-Bid

- (i) At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- (ii) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval shall result in the bidder's forfeiture of his/her e-Bid security.

- (iii) The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e- Bid documents.
- (iv) The bidders can submit their revised e-Bids as many times as possible by uploading their e- Bid documents within the scheduled date & time for submission of e-Bids.
- (v) No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

2.16.12 Amendment of e-Bid Document

- (i) At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- (ii) It shall be the sole responsibility of the prospective bidders to check the website <http://etender.up.nic.in> from time to time for any amendment in the e-bid document. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- (iii) In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-tender portal <http://etender.up.nic.in>.

2.16.13 Language of e-Bid

The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted online before the scheduled time on the Proposal Due Date Specified at Clause 1.8 in the manner and form as detailed in this "RFQ-cum-RFP".

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

2.18 Late Proposals

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

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1. No Proposal shall be modified, substituted, or withdrawn by the Applicant after its submission as per the provisions of Clause 2.16 and 2.17.

2.20 Proposal Security.

2.20.1 The Applicant shall furnish as part of its Proposal, a Proposal Security of Rs. 50,000.00 (Rs. Fifty Thousand) only online through RTGS/NEFT in the Account of UPEIDA (Bank Name- Union Bank of India; Account No- 381502010108457; IFSC- UBIN0538159), returnable/refundable not later than 30 days from PDD except in case of the two highest ranked applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned/refunded its Proposal Security forthwith, or within 120 days from PDD which ever is earlier.

The Selected Applicant's Proposal Security shall be returned/refunded upon the Applicant accepting the LOA and submission of the Performance Security as per Clause No. 2.28.

2.20.2 The Proposal Security is to be paid through RTGS/NEFT, before the scheduled Date and time. Any Proposal not accompanied by the Proposal Security shall be rejected by the Authority as non-responsive.

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

2.20.4 The Applicant, by submitting its Application pursuant to this "RFQ-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 Proposal Security shall be forfeited and appropriated by the Authority under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this "RFQ-cum-RFP"; **or**
- (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this "RFQ-cum-RFP" and as extended by the Applicant from time to time; **or**
- (c) In the case of the Selected Applicant, if the Applicant fails to clarify or reconfirm its commitments as required vide Clause 2.24.1; **or**
- (d) In the case of a Selected Applicant, if the Applicant fails to accept the LOA or commence the assignment as specified in Clause 2.27 and 2.30 respectively; **or**
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals online, at stipulated time on scheduled Proposal Due Date, and in the presence of the Applicants who choose to attend. The e-envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the "RFQ-cum-RFP". A Proposal shall be considered responsive only if:

- (a) It is received in the Forms as specified at Appendix-I (Technical Proposal);
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause-2.17;
- (c) the 'Document Cost' and 'Proposal Security' should have been paid through RTGS/NEFT as specified in Clause 1.4 and 2.20.1 (The documentary proof of payment of 'Document Cost' and 'Proposal Security' should be submitted, in separate envelope, alongwith the hard copy of technical proposal till the scheduled date and time.
- (d) it is signed, sealed, and marked as stipulated in Clause 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.3 in Form-4 of Appendix-I ;
- (f) it does not contain any condition or qualification;
- (g) it is not non-responsive in terms hereof.

2.21.3 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.

2.21.4 The Authority would 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 "RFQ-cum-RFP".

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

2.21.6 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

- 2.21.7** Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Assignment is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or 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.

2.23 Clarifications

- 2.23.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2** If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Selected Applicant

- 2.24.1** The first ranked Applicant (the “**Selected Applicant**”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this “RFQ-CUM-RFP”, deployment of Key Personnel, methodology and quality of the work plan.

2.25 Substitution of Key Personnel

- 2.25.1** The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel. The Authority expects all the Key Personnel to be available during entire period of the assignment. The Authority will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be 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 0.1% of total assignment fee shall be deducted from the payments due to the Applicant for each substitution thereof.

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

2.26 Indemnity

The Consultant shall, subject to the provisions of the Assignment, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

2.27 Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof of the acceptance of the Terms & Conditions of Assignment. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Proposal Security of such Applicant, and the next eligible Applicant may be considered.

2.28 Performance Security

Upon receipt of Letter of Award (LOA) from the UPEIDA, the successful Consultant shall furnish the Performance Security of an amount equal to 10% of cost of assignment/ financial proposal or **Rs. 5.00 lakhs (Rupees Five Lakhs)** only whichever is higher, through RTGS/NEFT in the Account of UPEIDA (Bank Name- Union Bank of India; Account No- 381502010108457; IFSC- UBIN0538159) or Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Annexure-C (Schedule-2). The Performance Security shall be furnished by the selected Consultant with in **07 days** from the date of issue of LOA. The validity period of Bank Guarantee of Performance Security shall be 180 days from the date of LOA and the Consultant shall have to provide the extended Bank Guarantee, before the expiry of 180 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period of 15 (Fifteen) days from the date of issuance of LOA. The Selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Selected Applicant fails to submit the Performance Security as per Clause 2.28 and fails to sign the Agreement, his proposal Security shall be forfeited and Appropriated by the Authority. In such an event, the Authority may invite the Second Ranked Applicant for negotiations and may issue LOA to him.

2.30 Commencement of Assignment

The Consultant shall commence the Services within seven days from the date of signing of the Agreement. If the Consultant fails to commence the assignment as specified herein, the Authority may, unless it consents to extension of time thereof may forfeit his Proposal Security as well as his Performance Security and appropriate

the same in accordance with the provisions of Clause 2.20.4 of this “RFQ-cum-RFP” and the Agreement.

2.31 Penalty for Delay:

If progress of the assignment is not as per the agreed milestones, as referred in Schedule-1 “Terms of Reference’, the Consultant shall be liable to pay penalty unless, on its written request, the delay is condoned by Consultant Monitoring Committee (CMC), constituted by GoUP, on the justified and valid grounds. For delay upto four weeks beyond the mile stone fixed for selection of Developer/Contractor (as per the deliverables and time frame indicated in TOR), a penalty equal to 0.25% of the agreed financial proposal, beyond four weeks upto eight weeks 0.50% of fees shall be payable to UPEIDA. In case of delay beyond 8 weeks, the matter will be referred to CMC whose decision will be final and binding, however, the maximum penalty for delay will not exceed 5% of the agreed financial proposal.

2.32 Proprietary data

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, 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 Consultant to the Authority in relation to the Assignment shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, proposed key personnel, its understanding of TOR, proposed Methodology and Work Plan. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for opening of Financial Proposal and shall be considered for Second Stage of Evaluation under Quality cum Cost Based selection (QCBS) method. A list of such short-listed (qualified) applicants shall be prepared.

3.1.2 The scoring criteria to be used for Technical Evaluation shall be as follows:

Sl. No	Criteria	Max. marks	Marking system
1.	The Sole Applicant/Lead Partner should have valid Accreditation from NABET/QCI under Category A for 7c for carrying out the EIA studies as envisaged under this RFP. The details with proof of valid Accreditation Certificate from NABET/ QCI under Category A for 7c should be enclosed indicating validity period. (Form-12 of Appendix-I). {Clause 2.2.2 A (i)}	-	Qualify/Disqualify.

Sl. No	Criteria	Max. marks	Marking system
2.	The firm should have undertaken / completed atleast 1 (One) similar project of conducting Environmental Impact assessment, collection & establishment of baseline data, preparing Environmental Management Plan and taking environmental clearances from authorities for the projects in the field of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways for a minimum area of 50 Ha. or for min. length of 100 Km each. (List to be provided as per Form-6 of Appendix-I). {Clause 2.2.2 A (ii)}	20	(i) 15 marks for one eligible project. (ii) 2.5 marks each for every additional eligible project, other than (i) above (Max. 5 marks)
3.	The firm should have successfully completed assignments related to Forest Clearance from MoEFCC for atleast 1 (one) similar project of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways for a minimum area of 50 Ha. or for min. length of 100 Km for Highways/ Expressways. (List to be provided as per Form-7 of Appendix-I). {Clause 2.2.2 A (iii)}	10	(i) 7 marks for one eligible project. (ii) 1.5 marks each for every additional eligible project, other than (i) above (Max. 3 marks)
4.	Annual Turn over {Clause 2.2.2 B (i)}	20	(i) 15 marks for average annual turnover of Rs. 5 crore (ii) For every additional average Turnover of Rs. 0.50 Cr. – 1 mark (Max. 5 marks)
5.	Qualification and competence of the key staff for the Assignment {Clause 2.2.2 C}	30	Marks to be assigned on educational qualification & Experience in the field. Max. 10 marks- for Team Leader, Max. 5 marks- each for Environmental Specialist, Socio-Economic Specialist, Ecology & Biodiversity Expert and Environment Policy & Law Expert.
6.	Evaluation of Presentation by the Designated Committee on the basis of applicant's Adequacy of the proposed work plan and methodology in response to the TOR. {Clause 3.1.5, Appendix-E}	20	To be assessed by the designated committee on the basis of presentation.

3.1.3 Eligible Assignments

For the purpose of minimum eligibility criteria indicated at 2.2.2 A, Projects in the field of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways for a minimum area of 50 Ha. or for min. length of 100 Km each will only be considered as Eligible Assignments.

3.1.4 The Minimum Eligibility (Re: Clause 2.2.2) of the Consortium shall be evaluated on combined strength of the partners, and the Lead Partner shall be designated and informed by the Consortium who shall enter into various agreements as may be required for and on behalf of Consortium.

3.1.5 All Applicants shall be required to make presentations of max. 15 minutes, on PDD before opening of Technical Proposals, to demonstrate their credentials before the Consultancy Evaluation Committee (CEC) constituted by the Government of Uttar Pradesh and to submit 10 hard copies during the presentation. The presentation shall broadly cover the following aspects:

Sl.No.	Details
1.	Brief Company profile, local presence, associates, major clients & projects etc.
2.	Experience of conducting Environmental Impact assessment, collection & establishment of baseline data, preparing Environmental Management Plan and taking environmental as well as Forest clearances from authorities in the field of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways
3.	Experience & capabilities in handling assignments of Expressway projects in India.
4.	Understanding of assignment along with methodology indicating broad scope of work & road map of proposed Study.

3.2 Short-listing of Applicants

Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for opening of Financial Proposal and shall be considered for Second Stage of Evaluation under Quality cum Cost Based selection (QCBS) method. A list of such short-listed (qualified) applicants shall be prepared.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation of only short-listed (qualified) applicants (Ref: Clause 3.2) will be carried out as per this Clause 3.3.

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

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

3.4 Final Evaluation

- 3.4.1** For selection of the Consultant, Quality cum Cost Based selection (QCBS) method shall be adopted.
- 3.4.2** The technical score (PE) for the technical proposal will be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed at Clause 3.1.2.
- 3.4.3** Financial Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given Financial Scores (PF) that are inversely proportional to their prices.
- 3.4.4** Under QCBS evaluation, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightage of 30%.
- 3.4.5** The total score, both technical and financial, shall be obtained by weighing the Technical Score (PE) and Financial scores (PF) and adding them up.
- 3.4.6** Highest points basis: On the basis of the combined weighted score for Technical and Financial, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of Technical and Financial cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The Applicant achieving the highest combined technical and financial score will be ranked highest applicant as H-1 and shall be considered to be the "Successful Applicant". If necessary, the H-1 applicant may be invited for negotiations, clarifications and reconfirmation of commitments and its obligations under this "RFQ-CUM-RFP", deployment of Key Personnel, methodology and quality of the work plan, while the second ranked Applicant (H-2) will be kept in reserve.
- 3.4.7** In the event that the Highest Ranked Applicant (H-1) withdraws or is not selected for any reason in the first instance, the Authority may invite the Second Highest Ranked Applicant (H-2) for negotiations, clarifications and reconfirmation of commitments and its obligations under this "RFQ-CUM-RFP", deployment of Key Personnel, methodology and quality of the work plan and to match the Financial Proposal of the H-1 Applicant (in case, the Financial Proposal of H-2 is higher than that of H-1). After the negotiations as above, the Authority may declare the second ranked Applicant (H-2) as the "Successful Applicant".

4. FRAUD AND CORRUPT PRACTICES

- 4.1** The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this “RFQ-CUM-RFP”, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal 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 “RFQ-CUM-RFP”, including consideration and evaluation of such Applicant’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 LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or “RFQ-CUM-RFP” issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, 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 Clause, 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 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of 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 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. Deleted.

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 Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3** It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

7. Payment to the Consultant

The Consultant shall be paid the agreed cost (inclusive of GST) for the assignment for each node of the Defense Industrial Corridor Project of UPEIDA in the State of Uttar Pradesh. Consultancy fee will be paid by the Authority in accordance with the submission and acceptance of following milestone:-

S. No.	Details of Milestone for each Node specified by the Authority	Fee Payable as percentage of the total Fee calculated, for the area of the respective Node specified by the Authority, at the rate of quoted fee per ha.
1	On submission of Inception Report	5%
2	Submissions of Application to MoEF&CC/Concerned Authority along with necessary forms and draft/reference TOR for the same.	15%
3	Receipt of TOR from MoEF&CC/Concerned Authority	10%
4	Draft EIA Report	15 %
5	Final Environmental Assessment (EIA) Report including the Environmental Management Plan (EMP) to MoEF&CC/Concerned Authority	35 %
6	On Obtaining EIA Clearance from MoEF&CC/Concerned Authority and Forest/Wild Life clearance	20 %
<p><i>Note : The payment , as per above milestones, shall be made to the consultant for respective Nodes to be specified by the Authority from time to time as per the availability of land.</i></p>		

The above remunerations will be payable by UPEIDA upon raising of the Invoice by Consultant after completion of each milestone.

The payment as per above schedule shall be made to the consultant on completion of satisfactory performance of all activities/roles/duties upto the stage of payment as indicated in the Deliverables & Time Frame as per TOR.

The expenses on actual incurred by the Consultant for Land Use/Land Cover maps or any satellite imagery data shall be reimbursed by UPEIDA inclusive of taxes paid thereof.

SCHEDULES

Schedule – 1

Terms of Reference (TOR)

**Selection of a consultant for comprehensive EIA and
EMP, Environmental Clearance and Forest Clearance
for
UP Defence Industrial Corridor Project**

Terms of Reference (TOR) for Selection of a consultant for comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project.

1. Objective

The Authority seeks the services of a Consultant for Preparation of Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project.

2. Terms of Reference

2.1 Industrial Development Department, Govt. of UP has nominated UPEIDA as the Nodal Agency for:

- i. Land acquisition related works for Defence Corridor
- ii. Execution, implementation and proprietorship of Defence Corridor through the medium of a Special Purpose Vehicle as per the guidelines of Govt of India's Defence Policy.

2.2 Further, as per the GO no. 40/2018/3484/77-3-2018-158(M)/18 dated 07.12.2018 issued by Industrial Development Department-3, GoUP, six Nodes in the Districts of Jhansi (3025.348 Ha.), Chitrakoot (500.00 Ha.), Jalaun (200.00 Ha.), Aligarh (100.00 Ha.), Agra (300.00 Ha.) and Kanpur Nagar (1000.00 Ha.) have been identified for the purpose of setting up of Defence Industrial Corridor in Uttar Pradesh. Further, one or two districts may be added/replaced/deleted in future depending upon the need and the Demand of the Defence Industrial Corridor Project. Following is the status of land purchase/acquisition/transfer process in the First phase of the Project in the Districts of Jhansi, Chitrakoot, Aligarh and Kanpur Nagar:-

S.N. of the Node	District	Identified Land Area (in Hectare)	Tehsil	Village	Approved Land for the Project (Hectare)	Land arranged till 15.03.2020 (Ha.)	Google Map Link
1.	Jhansi	3025.348	Garautha	Erach			https://goo.gl/maps/xJTDs3MhdmoyNtHF6
				Genda Kabola			https://goo.gl/maps/HUw6Jf8ZfZHyduWX7
				Katharri			https://goo.gl/maps/YJgau3k6aF7wpDwk7
				Jhabra			https://goo.gl/maps/nY4NXhKrABoyMBrJ7
				Naikera			https://goo.gl/maps/xS7q6sCJRVAB1cDL9
			Total		1087.516	1000.8072	
2.	Chitrakoot	500.000	Karwi	Khutaura			https://goo.gl/maps/JFvVqrTsUVPcmUgD8
				Bakta Bujurg			https://goo.gl/maps/D7ub6yu1Ro6JF9ph8
				Total	102.806	95.934	
3.	Aligarh	100.000	Khair	Andla	45.8290	45.8290	https://goo.gl/maps/j8dwe4P8iW85QZKe8
4.	Kanpur Nagar	1000.00	Narval	Sarh	217.7009	39.7950	https://goo.gl/maps/eM4oiEY5TfYKhgZB9
5.	Agra	300.000	To be acquired in Pase-II.				
6.	Lucknow-Unnao/Jalaun	200.000	To be acquired in Pase-II.				
	Total	5125.348			1453.8519	1182.3652	

2.3 The Nodes at Jhansi, Chitrakoot, Aligarh and Kanpur Nagar have been taken up for development in Phase-I, whereas other two Nodes shall be considered for Phase-

II development. Further, one or two districts may be added/replaced/deleted in future depending upon the need and the Demand of the Defence Industrial Corridor Project.

2.4. Environment Clearance:

- a. Preparation of comprehensive EIA and EMP (Environmental Management Plan) (for three seasons) study report for obtaining environmental clearance for various Nodes of UP Defence Industrial Corridor Project including all approach roads connecting the respective Nodes to the Expressway/ Highway/Main Roads.
- b. Providing all assistance in obtaining necessary clearances regarding Environment Clearance from GoUP/Gol. The compliance of Fire norms shall be taken into account so as to obtain the NOC from Fire Department.
- c. The Consultant shall undertake Environment Impact Assessment and Environmental Management Plan & strategies of the Project as per provisions of the applicable laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An Environment Impact Assessment report and Environmental Management Plan shall be prepared based on such assessment.
- d. Obtaining clearance from all statutory authorities, such as central and state pollution control boards and others as applicable.
- e. Pollution monitoring, control and abatement schemes for air, water and noise.
- f. The Consultant will provide all assistance in obtaining necessary Environment Clearances from Directorate of Environment of the State/ Ministry of Environment, Govt. of India and to submit application for Environmental Clearance with all required enclosures and preparation of EIA report according to the TOR given by Environment Department and incorporating all the suggestions after conducting the public hearing as decided by Pollution Control/Environmental Board.
- g. The Consultant shall be guided by the guidelines/circulars/GOs of Ministry of Environment, Forest and Climate Change, Gol, UP Pollution Control Board and other Manuals, Guidelines, Circulars published by Indian Roads Congress, Ministry of Road, Transport & Highways, Planning Commission, Government of India & Government of Uttar Pradesh including amendments therein from time to time, to carry out the assignment.

Number of samples to be collected/ monitored shall be as follows:-

Maximum Area of Node in Ha.	No. of samples
Upto 300	5
301-600	6
601-1200	7
1201-1800	8
1801-2400	9
> 2400	10

- h. Submission of the application on the prescribed format to the concerned Committee alongwith Environmental Impact Assessment (EIA) report and all the other required documents.
- i. To incorporate all the points indicated by the Designated Committee in the TOR.
- j. To submit application to the State Pollution Control Board/Committees of the concerned District and appear for the hearings before the Board/Committees.
- k. The Consultant shall also be responsible for making Agenda/s and Minutes of the various Meetings of the Committees constituted by the Government for according approval/decisions on various studies/ reports submitted by the Consultant and for other related matters in respect of Environmental/Forest Clearance.
- l. The assignment shall cover all the Defence Industrial Corridor Nodes as and when acquired by UPEIDA and informed to the Consultant.
- m. For the preparation of EIA report, the consultant shall incorporate the following Terms of Reference stipulated by Ministry of Environment, Forest and Climate Change, Gol vide circular dated 03.03.2016 (Appendix-III and III-A):-

2.5 GENERIC STRUCTURE OF ENVIRONMENTAL IMPACT ASSESMENT DOCUMENT

S.No.	EIA STRUCTURE	CONTENTS
1.	Introduction	<ul style="list-style-type: none"> • Purpose of the report • Identification of project & project proponent • Brief description of nature, size, location of the project and its importance to the country, region • Scope of the study - details of regulatory scoping carried out (As per Terms of Reference)
2.	Project Description	<ul style="list-style-type: none"> • Condensed description of those aspects of the project (based on project feasibility study), likely to cause environmental effects. Details should be provided to give clear picture of the following: <ul style="list-style-type: none"> ▪ Type of project ▪ Need for the project • Location (maps showing general location, specific location, project boundary & project site layout) • Size or magnitude of operation (incl. Associated activities required by or for the project) • Proposed schedule for approval and implementation • Technology and process description • Project description. Including drawing showing project layout, components of project etc.

S.No.	EIA STRUCTURE	CONTENTS
		<p>Schematic representations of the feasibility drawings which give information important for EIA purpose</p> <ul style="list-style-type: none"> • Description of mitigation measures incorporated into the project to meet environmental standards, environmental operating conditions, or other EIA requirements (as required by the scope) • Assessment of New & untested technology for the risk of technological failure
3.	Description of the Environment	<ul style="list-style-type: none"> • Study area, period, components & methodology • Establishment of baseline for valued environmental components, as identified in the scope • Base maps of all environmental components
4.	Anticipated Environmental Impacts & Mitigation Measures	<ul style="list-style-type: none"> • Details of Investigated Environmental Impacts due to project location, possible accidents, project design, project construction, regular operation, final decommissioning or rehabilitation of a completed project • Measures for minimizing and / or offsetting adverse impacts identified • Irreversible and Irretrievable commitments of environmental components • Assessment of significance of impacts (Criteria for determining significance, Assigning significance) • Mitigation measures
5.	Analysis of Alternatives (Technology & Site)	<ul style="list-style-type: none"> • In case, the scoping exercise result in need for alternatives: <ul style="list-style-type: none"> ▪ Description of each alternative ▪ Summary of adverse impacts of each alternative ▪ Mitigation measures proposed for each alternative and ▪ Selection of alternative
6.	Environmental Monitoring Program	<ul style="list-style-type: none"> • Technical aspect of monitoring the effectiveness of mitigation measures (incl. Measurement methodologies, frequency, location, data analysis, reporting schedules, emergency procedures, detailed budget & procurement

S.No.	EIA STRUCTURE	CONTENTS
		schedules)
7.	Additional Studies	<ul style="list-style-type: none"> • Public Consultation • Risk assessment • Social Impact Assessment. R&R Action Plans
8.	Project Benefits	<ul style="list-style-type: none"> • Improvements in the physical infrastructure • Improvements in the social infrastructure • Employment potential -skilled; semi-skilled and unskilled • Other tangible benefits
9.	Environmental Cost Benefit Analysis	<ul style="list-style-type: none"> • If recommended at the Scoping stage
10.	EMP	<ul style="list-style-type: none"> • Description of the administrative aspects of ensuring that mitigative measures are implemented and their effectiveness monitored, after approval of the EIA
11.	Summary & Conclusion (This will constitute the summary of the EIA Report)	<ul style="list-style-type: none"> • Overall justification for implementation of the project • Explanation of how, adverse effects have been mitigated
12.	Disclosure of Consultants engaged	<ul style="list-style-type: none"> • The names of the Consultants engaged with their brief resume and nature of Consultancy rendered

2.6 CONTENTS OF SUMMARY OF ENVIRONMENTAL IMPACT ASSESSMENT

The summary of EIA shall be a summary of the full EIA Report condensed to ten A-4 size pages at the maximum. It should necessarily cover in brief the following Chapters of the full EIA Report:-

1. Project Description
2. Description of the Environment
3. Anticipate Environment impacts and mitigation measures
4. Environment Monitoring Programme
5. Additional Studies
6. Project Benefits
7. Environment Management Plan

2.7. Forest Clearance

- a. Preparation of comprehensive study report for obtaining forest clearance.
- b. Providing all assistance in obtaining necessary clearances regarding Forest and Wild-Life Clearance (if required) from GoUP/Gol.
- c. Obtaining clearance from all statutory authorities, such as central and state forest department and others as applicable.

- d. The Consultant will provide all assistance in obtaining necessary clearances from the Forest/Wild-life Department which includes counting & marking of trees lying on proposed corridor, and joint inspection with Forest Department officials etc.
- e. The consultant shall submit application with all necessary documents for Forest/Wild-life Clearances, environment clearance under Forest Conservation Act. etc. with all required enclosures.
- f. The Consultant will have to identify the forest area, wild life sanctuary and Archaeological Monuments, if any, falling in the vicinity of the Defence Industrial Corridor.
- g. The Consultant shall be guided by the guidelines/circulars/GOs of Ministry of Environment, Forest and Climate Change, GoI, Forest Department, GoUP, Pollution Control Board and other Manuals, Guidelines, Circulars published by Indian Roads Congress, Ministry of Road, Transport & Highways, Planning Commission, Government of India & Government of Uttar Pradesh including amendments therein from time to time, to carry out the assignment.
- h. The Consultant shall also be responsible for making Agenda/s and Minutes of the various Meetings of the Committees constituted by the Government for according approval/decisions on various studies/ reports submitted by the Consultant and for other related matters in respect of Forest Clearance.

The assignment shall cover all the Defence Industrial Corridor Nodes as and when acquired by UPEIDA and informed to the Consultant.

3. Duration of Assignment:-

The selected Consultant shall be required to complete the assignment in six months time from the date of commencement of assignment for respective node. However, if required the time may further be extended by the Authority, for further six months, depending upon the performance of the Consultant and the status of completion of the assignment.

4. Payment Schedule

The Consultant shall be paid the agreed cost (inclusive of GST) for the assignment for each node of the Defense Industrial Corridor Project of UPEIDA in the State of Uttar Pradesh. Consultancy fee will be paid by the Authority in accordance with the submission and acceptance of following milestone:-

S. No.	Details of Milestone for each Node specified by the Authority	Fee Payable as percentage of the total Fee calculated, for the area of the respective Node specified by the Authority, at the rate of quoted fee per ha.
1	On submission of Inception Report	5%

S. No.	Details of Milestone for each Node specified by the Authority	Fee Payable as percentage of the total Fee calculated, for the area of the respective Node specified by the Authority, at the rate of quoted fee per ha.
2	Submissions of Application to MoEF&CC/Concerned Authority along with necessary forms and draft/reference TOR for the same.	15%
3	Receipt of TOR from MoEF&CC/Concerned Authority	10%
4	Draft EIA Report	15 %
5	Final Environmental Assessment (EIA) Report including the Environmental Management Plan (EMP) to MoEF&CC/Concerned Authority	35 %
6	On Obtaining EIA Clearance from MoEF&CC/Concerned Authority and Forest/Wild Life clearance	20 %

Note : The payment , as per above milestones, shall be made to the consultant for respective Nodes to be specified by the Authority from time to time as per the availability of land.

The above remunerations will be payable by UPEIDA upon raising of the Invoice by Consultant after completion of each milestone.

The payment as per above schedule shall be made to the consultant on completion of satisfactory performance of all activities/roles/duties upto the stage of payment as indicated in the Deliverables & Time Frame as per TOR.

5. Consultancy Team

5.1 The Applicant shall form a multi-disciplinary Core team (the "**Core Consultancy Team**") for undertaking this assignment. The Core Consultancy Team shall consist of Key Personnel required to complete the assignment, including following key personnel whose experience and responsibilities are briefly described below:-

S. No.	Position	Min. No. of years of professional experience	Specific Expertise
1	Team Leader	15	Should have Masters in Environmental Engineering/Environmental Science. He/she should have Relevant experience of at least 15 years in conducting EIA studies for large projects like Expressways/Highways, Townships, SEZ's, Industrial Area, Regional EIA etc. Should also have experience related to Forest Clearance for the said projects.
2	Environmental Specialist	10	Should be a Postgraduate in Environmental Planning/ Engineering/ Environmental Sciences or relevant disciplines with

S. No.	Position	Min. No. of years of professional experience	Specific Expertise
			appropriate experience in conducting EIA, environment modelling & preparing Environmental Management plans.
3	Socio-Economic Specialist	10	Should have Masters in Social work/ Economics/ Development planning or equivalent with expertise in collection of socio-economic data, social assessment, preparation of R&R plans etc.
4	Ecology and Biodiversity Expert	10	Should hold a Masters Degree in Botany / Geology /Environmental Science / Forestry / Biodiversity.
5	Environmental Policy & Law Expert	10	Should be a Law Graduate with Expertise in Environmental Policy and Laws.

5.2 The Consultant shall establish a Project Office at a suitable location in [Lucknow] for efficient and coordinated performance of its Services and ensure availability of all the Key Personnel during the entire assignment. The authorised officials of the UPEIDA may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel.

6. Responding to the Post Award Queries

Consultant shall be responsible and assist UPEIDA in responding to the post award queries of the developer / Govt. Departments/ any other query pertaining to the project development required to be replied by the UPEIDA till the completion of assignment/all the deliverables.

7. Interaction with Authority

During entire period of services, the Consultant shall interact with Authority/ and other related departments of GoI / GoUP.

8. Data and Software

The soft copies containing all basic as well as the processed data from all field studies and investigations, report, appendices, annexure, documents and drawings etc. shall be submitted to AUTHORITY at the time of the submission of the Final Report.

9. Completion of Services

All study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy services shall stand completed on acceptance by the Authority of all the deliverables of the Applicant and issue of a certificate by the Authority to that effect.

SCHEDULE – 2

Draft of Contract Form

CONTRACT FOR CONSULTANCY SERVICES

Between

.....
[name of Client]

and

.....
[name of Consultant]

FOR

**‘Selection of a consultant for comprehensive EIA and
EMP, Environmental Clearance and Forest Clearance
for
UP Defence Industrial Corridor Project’**

**AGREEMENT FOR CONSULTANCY SERVICES FOR
Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP
Defence Industrial Corridor Project**

This AGREEMENT (hereinafter referred to as the “Agreement”) is made on the ----- day of the month of -----2020 between, on the one hand, the [UTTAR PRADESH EXPRESSWAYS INDUSTRIAL DEVELOPMENT AUTHORITY (UPEIDA) having its office at 2ND Floor, Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow] (hereinafter referred to as the “the Authority” which expression shall include its successors, unless the context otherwise requires) and, on the other hand, M/s -----having its office at ----- (hereinafter referred to as the “Consultant” which expression shall include their respective successors).

A) The Authority invited proposals vide its Request for Qualification-cum-Request for Proposal (“RFQ-CUM-RFP”) for providing Consultancy Services as defined in this Agreement (hereinafter referred to as the “Consultancy”) for Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project as defined in “RFQ-cum-RFP” document (hereinafter referred to as the “Project”).

B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the “RFQ-CUM-RFP”, and submitted their Financial Proposal for **Basic Rate per Hectare area of nodes of the UP Defence Industrial Corridor Project (inclusive of GST) of Rs. (Rupees.....)** in the format at Appendix-II (the “Financial Proposal”) only for the assignment inclusive of all Taxes including Service Tax.

C) The Authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award no.....dated _____ (the “LOA”), ; and

D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

1. GENERAL

1.1 Definitions and Interpretation

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

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “Agreement” means this Agreement, together with all the Annexes;
- (c) “Agreement Value” shall have the meaning set forth in Clause 6.
- (d) “Additional Costs” shall have the meaning set forth in Clause 6.
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;

- (f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of "RFQ-CUM-RFP";
- (g) Consultancy Evaluation Committee (CEC) and Consultancy Monitoring Committee (CMC) means Committees constituted by Government of Uttar Pradesh for the Expressway project..
- (h) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- (j) "Government" means the Government of Uttar Pradesh
- (k) " INR, Re. or Rs." means Indian Rupees;
- (l) "Member", means in case the Consultant consists of a joint venture or consortium of more than one entity, any of these entities, and "Members" means all of these entities;
- (m) "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (o) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (p) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) "RFQ-CUM-RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (r) "Terms of Reference "means the work to be performed by Consultant as mentioned in Annexure-A to this Agreement;
- (s) "Third Party" means any persons or entity other than the Government, the Authority, the Consultant

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

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

- (a) Agreement;
- (b) Annexures of Agreement;
- (c) "RFQ-CUM-RFP" alongwith Addendum, if any; and
- (d) Letter of Award

1.2 Relation between the Parties

Noting contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and Obligations

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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall pay Consultancy Fee to the Consultant in accordance with Clause-6 of this Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

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

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand/post to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority provided that if the Consultant does not have an office in Lucknow it may send such notice by facsimile and by registered acknowledgement due, air mail, or by courier, fax & e-mail.
- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand/post and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Lucknow it may send such notice by facsimile and by registered acknowledgement due, air mail, or by courier, fax & e-mail.

1.8 Location

The Services shall be performed at the site required to accomplish the Terms of Reference (TOR) task of the project in accordance with the provisions of “RFQ-CUM-RFP” and at such locations as are incidental thereto, including the offices of the Consultant. The Consultant shall be required to set-up a establishment at Lucknow for executing various tasks of the assignment.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions from the Authority and payment for Consultancy assignment. All communications/ correspondence/commitments/instructions for consulting whatsoever nature issued/received to/from Lead member will be on behalf of Consortium. Authority will not deal with other members of consortium except the Lead Member.

1.10 Authorized representatives

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

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

Chief Executive Officer
UPEIDA,
2nd Floor,
C-13, Paryatan Bhawan,
Vipin Khand, Gomti Nagar,
Lucknow
☎ 0522-2307542/2307592, Fax-0522-4013560, Email- upeida2@gmail.com

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

Tel:
Fax
Email-

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

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

2.2. Commencement of Services

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

2.3 Termination of Agreement for failure to commence Services

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

2.4 Expiration of Agreement

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

2.5 Entire Agreement

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

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of "RFQ-CUM-RFP", decisions of Consultancy Monitoring Committee (CMC) shall apply.

2.6 Modifications of Agreement

Modification of the terms and conditions of this Agreement, may only be made by written agreement between the Parties. hereof, however, each Party shall give due consideration to any proposals for modifications made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered

impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

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

(d) The Consultancy Monitoring Committee (CMC) will decide the eventuality of Force Majeure which will be binding on both the parties.

2.7.2 No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by Consultancy Monitoring Committee (CMC) as constituted by GoUP. The Consultant will have

to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by CMC.

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. The above action will be taken by Authority after approval of Consultancy Monitoring Committee (CMC).

2.9 Termination of Agreement

2.9.1 By the Authority

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) if the Consultant fails to comply decision of Consultancy Monitoring Committee (CMC).
- (e) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (f) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading; or

(g) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.9.2 By the Consultant

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

(a) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;

(b) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this Agreement no payment will be made by Authority to the Consultant.

2.9.6 Disputes Resolution

i) Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute,

differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to Consultant Evaluation Committee (CEC), who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

ii) Arbitration:

In case the dispute is not resolved as indicated in Clause 2.9.6(1), any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Authority and other appointed by Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed :

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

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

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

The consultant shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the UPEIDA/GoUP under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the UPEIDA/GoUP interests’ paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other UPEIDA/GoUP, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Consultants shall not be hired, under the circumstances set forth below:-

i- Conflict between Consulting activities and procurement of goods, works or services: A Consultant/ Consultancy concern that have been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant/ Consultancy concern hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

ii- Conflict among consulting assignments: Neither consultants (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a UPEIDA/GoUP in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

iii- Relationship with Employer's staff: Consultants (including their personnel) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant’s work.

3.3 Confidentiality

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

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

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

3.4.1 Liability of the Consultant

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

3.4.3 Consultant's liability towards the Authority

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

3.4.4 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in

carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall be liable to the Authority:

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

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

3.5. Insurance to be taken out by the Consultant

The Consultant (i) shall take out and maintain at their own cost , insurance against the risks, and for the coverage, as and (ii) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

3.6 Accounting, inspection and auditing

The Consultant shall:

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

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

The Consultant shall obtain the Authority's prior approval in writing before appointing any other personnel than mentioned in Annexure -B, i.e. Key Personnel.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents as per Deliverables as specified in Terms of Reference (TOR) as per Annexure "A".

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

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory

thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.10. Accuracy of Documents

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

4. CONSULTANT'S PERSONNEL

4.1 The Consultants shall employ such qualified and experienced Personnel to carry out the services as given in TOR and the Consultant shall not change any person whose Curriculum Vitae (CV) has been submitted, without prior permission of the Authority. Without written permission of Authority any such action shall be deemed as breach of contract.

4.2 The Authority will not normally consider any request of the Consultant for substitution of Key Personnel. 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 under exceptional circumstances. Such substitution shall be 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 0.1% of total consultancy fee shall be deducted from the payments due to the Applicant, for each substitution thereof.

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

4.4 During the course of carrying out the assignment, if it is found that the UPEIDA is facing hardship or assignment is delayed and is being found sub-standard because of incompetent personnel appointed by the Consultant, then also, the Consultant would be required to substitute such personnel with better qualified and experienced personnel to the satisfaction of the Authority. In such case, deductions shall be made from the payments due to the Consultant in accordance to clause 4.2, subject to the approval of Consultancy Monitoring Committee (CMC).

4.5 This deduction would be over and above the penalty for delay set out in the Article 12 of the Contract agreement.”

5. Services and Facilities to be provided by the UPEIDA

The UPEIDA shall not provide any services and/or facilities to the Consultant during the studies and submission of stipulated documents. The consultants will have to arrange for

all facilities/services required to carry out the assigned work on this project at their cost. However, introductory/ recommendation letter and other facilitation, as deemed fit, shall be provided to the consultants on request for obtaining desired services and facilities from concerned authority for which the Consultants shall make payment if any, to the concerned authorities directly.

6. Payment to the Consultant

In consideration of the Services performed by the Consultant under this Contract, the consultant will be entitled for total fees consideration as per Financial Proposal annexed at Annexure-D. The Consultant undertakes to fulfill the commitment as indicated in the Financial Proposal.

The Consultant shall be paid the agreed cost (inclusive of GST) for the assignment for each node of the Defense Industrial Corridor Project of UPEIDA in the State of Uttar Pradesh. Consultancy fee will be paid by the Authority in accordance with the submission and acceptance of following milestone:-

S. No.	Details of Milestone for each Node specified by the Authority	Fee Payable as percentage of the total Fee calculated, for the area of the respective Node specified by the Authority, at the rate of quoted fee per ha.
1	On submission of Inception Report	5 %
2	Submissions of Application to MoEF&CC/Concerned Authority along with necessary forms and draft/reference TOR for the same.	15 %
3	Receipt of TOR from MoEF&CC/Concerned Authority	10 %
4	Draft EIA Report	15 %
5	Final Environmental Assessment (EIA) Report including the Environmental Management Plan (EMP) to MoEF&CC/Concerned Authority	35 %
6	On Obtaining EIA Clearance from MoEF&CC/Concerned Authority and Forest/Wild Life clearance	20 %
<i>Note : The payment , as per above milestones, shall be made to the consultant for respective Nodes to be specified by the Authority from time to time as per the availability of land.</i>		

The above remunerations will be payable by UPEIDA upon raising of the Invoice by Consultant after completion of each milestone.

The payment as per above schedule shall be made to the consultant on completion of satisfactory performance of all activities/roles/duties upto the stage of payment as indicated in the Deliverables & Time Frame as per TOR.

7. Currency of Payment

All payments shall be made in Indian Rupees.

8. Severability-

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

- a) The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- b) The legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

8.1 This Agreement may be altered or modified by mutual consent of the Parties for purposes of safeguarding the proper implementation of the scope of work.

8.2 The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by the Authority/GoUP

9. Alteration/Modification/Variation

9.1 This Agreement may be altered or modified by mutual consent of the Parties for purposes of safeguarding the proper implementation of the scope of work.

9.2 The parties agree to furnish/execute such further or other documents/papers for giving fullest effect to the Scope of Work as may be required by the Authority/GoUP.

9.3 In case if the scope of work as defined in 'Terms of Reference' is increased, and if agreed by the Authority/ GoUP, the Consultant shall submit the proposal for additional amount of fee towards variation with necessary justification for approval by the Authority. The decision of the Authority for payment of additional fee towards variation shall be final and binding to the Consultant.

10. JURISDICTION OF COURTS:

All disputes arising out of this Agreement shall be subject to the jurisdiction of the Courts at Lucknow only

11. Performance Security

Upon receipt of Letter of Award (LOA) from the UPEIDA, the successful Consultant shall furnish the Performance Security of an amount equal to 5% of cost of consultancy services/ Financial Proposal or Rs. 5.00 lakhs (Rupees Five Lakhs) only which ever is higher, by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form given at Annexure-C. The Performance Security shall be furnished by the selected Consultant with in the time specified in LOA but prior to execution of Agreement. The validity period of Bank Guarantee of Performance Security shall be 365 days from the date of LOA and the Consultant shall have to provide the extended Bank Guarantee, before the expiry of 365 days, if required, which shall be valid for the period of six months beyond the date of completion of assignment.

12. Penalty for delay:

If progress of the assignment is not as per the agreed milestones, as referred in Annexure-A (Terms of Reference), the Consultant shall be liable to pay penalty unless, on its written request, the delay is condoned by Consultancy Monitoring Committee (CMC), constituted by GoUP, on the justified and valid grounds. For delay upto four weeks beyond the mile stone fixed for selection of developer (as per the deliverables and time frame indicated in the TOR), a penalty equal to 0.25% of the agreed financial proposal, beyond four weeks upto eight weeks 0.50% of fees shall be payable to UPEIDA. In case of delay beyond 8 weeks, the matter will be referred to CMC whose decision will be final and binding, however, the maximum penalty for delay will not exceed 5% of the agreed financial proposal.

13. Indemnity

The Consultant will indemnify the UPEIDA for any direct loss or damage that is caused due to deficiency in services

14. Annexures to the Agreement

- Annexure A - Terms of Reference.
- Annexure B - Composition of Core Team & Task (s) of Key Personnel.
- Annexure C- Scanned Copy of Bank Guarantee for Performance Security (as per format enclosed).
- Annexure D – Copy of Financial Proposal.
- Annexure E –Power of Attorney with Board Resolution.
- Annexure F – Copies of RFQ-cum-RFP, Addendums and Clarifications.
- Annexure G – Copy of Letter of Award.

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

SIGNED, SEALED AND DELIVERED
For and on behalf of Consultant:

SIGNED, SEALED AND DELIVERED
For and on behalf of Authority:

(Signature of Authorized Representative)
(Name)
(Designation)
(Address)
(Phone, Fax Nos.)

(Signature of Authorized Representative)
(Name)
(Designation)
(Address)
(Phone, Fax Nos.)

Witnesses:

1. Signature
Name
Address

2. Signature
Name
Address

**FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)**

To
Chief Executive Officer,
UPEIDA ,
2nd Floor, Paryatan Bhawan,
C-13, Vipin Khand, Gomti Nagar,
Lucknow 226010
Phone : +91- 522-2301492,4108184
Fax: +-91-522-2301142
Email: upeida@gmail.com

WHEREAS _____ [**Name and address of Consultants**]¹ (hereinafter called "the Consultants") has undertaken, in pursuance of Letter of Award (LOA) No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract for "Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project" (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [**amount of Guarantee**]² _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [**amount of Guarantee**] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any

¹ Give names of all partners if the Consultants is a Joint Venture/Consortium.

² Shall be equal to the amount stipulated in the Letter of Award.

liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand or a request for extension in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid until 365 days from the date LOA and shall be extended, before the expiry of 365 days, if required, for a period upto 6 months form the date of completion of assignment by the Consultant.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation _____

1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address _____

2. _____

(Name, Signature & Occupation)

Date _____

APPENDICES

APPENDIX-I
(See Clause 2.1.3)
TECHNICAL PROPOSAL
Form-1
Letter of Proposal
(On Applicant's letter head)

Ref: -----

dated-----

To

Chief Executive Officer
Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)
2nd Floor, Paryatan Bhawan,
C-13, Vipin Khnad, Gomti Nagar,
Lucknow-226010

Sub: 'Selection of a consultant for comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project'.

Dear Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your "RFQ-cum-RFP" dated (*insert date*). We are hereby submitting our Proposal, which includes this Eligibility Document, and a Financial Proposal sealed under separate e-envelopes for the above mentioned work. Our Financial Proposal, as submitted online in separate e-envelope, is inclusive of all taxes including GST.

2. Our Financial Proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e..... (Date).

3. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988"

4. We are submitting our Proposal as a Consortium: [*Insert a list with full name and address of each Consortium partner*]. Attached is the following documentation: [*letter(s) of Consortium Agreement, MOU etc. and power of attorney for lead or managing Partner*]

5. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, if any.

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

We remain,
Yours sincerely,

Signatures
(Authorised Signatory)
Name of Firm
Address
(Lead Member in case of Consortium)

APPENDIX-I
Form-2
Particulars of the Applicant

1. NAME OF THE CONSULTANT'S FIRM :
2. REGISTERED OFFICE :
3. DATE OF INCORPORATION :
4. CONSTITUTION OF CONSULTANT FIRM : Partnership/Sole Proprietor/
Limited/Pvt. Ltd. Company.
5. MAIN BUSINESS ACTIVITIES
6. DETAILS OF MAIN BRANCHES
7. FINANCIAL STATEMENT OF THE LAST THREE YEARS (i.e F.Y. 2016-17, 2017-18 and 2018-19):

(Rs. In Lakhs)

S. No.	Particulars	2016-17	2017-18	2018-19
i.	Annual turnover from Consulting business			
ii.	Total Assets			
iii.	Net profit			
iv.	Cash Accruals			

8. DETAILS OF CONTACT PERSONS

NAME :
DESIGNATION :
CONTACT TEL. NO :
MOBILE NO. :
FAX NO. :
EMAIL ID :
POSTAL ADDRESS :

(Signature of Authorized signatory)

Note: (1) The above details are to be provided for lead partner in case of Consortium
(2) Figures mentioned in point no.7 above should be certified by a Chartered Accountant indicating his registration no. on his letter head. The certificate should be attached with the form.

APPENDIX-I
Form-3

Statement of Legal Capacity

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

To

Chief Executive Officer

Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)

2nd Floor, Paryatan Bhawan,

C-13, Vipin Khnad, Gomti Nagar,

Lucknow-226010

Sub: 'Selection of a consultant for comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project '.

We have read and understood the "RFQ-cum-RFP" in respect of the captioned project provided to us by UPEIDA.

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of proposed agreement, draft of which also forms a part of the "RFQ-cum-RFP" document provided to us.

We are not barred or blacklisted by UPEIDA, Government of Uttar Pradesh, National Highways Authority of India, Ministry of Shipping, Road Transport and Highways, Government of India or any other agency of Government of Uttar Pradesh/ Government of India from participating in the consultancy assignment.

We, 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 us, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Dated this _____ Day of _____, 2017.

Name of the Consultant

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be signed and submitted by the Applicant firm/lead partner of the Consortium.

APPENDIX-I

Form-4

Format for Power of Attorney for signing the Proposal

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the *selection of a consultant for comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project* including signing and submission of all documents and providing information/ responses to Uttar Pradesh Expressways Industrial Development Authority ("UPEIDA"), representing us in all matters before GoUP, and generally dealing with UPEIDA in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

_____ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

Also, where required, the executants(s) should submit for verification the extract of the charter documents and 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 Consultant.

In case the Proposal is signed by an authorised Director of the Consultant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

(on the letter head of Chartered Accountant)

APPENDIX-I

Form-5

Financial Capacity of the Applicant M/s..... for last three years
(i.e F.Y. 2016-17, 2017-18 and 2018-19):

(Refer Clause 2.2.2 (B))

(Rs. in lakhs)

Fin. Year	Capital	Reserves	Net Worth	Profit /Loss	Total Turn - Over	Advisory/ Consultancy Services Turnover
2016-17						
2017-18						
2018-19						

Note: Please also submit consolidated position of above information, in case of 100% Holding/Subsidiary Company separately.

This is to certify that the above information about M/s.....has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record.

Signature, Address, Seal & Membership No. of Chartered Accountant

(Signature of Authorized signatory)

Dated:-.....

APPENDIX-I

Form-6
(See Clause 2.2.2)

**Experience of Applicant with respect to
similar project of conducting Environmental Impact assessment, collection &
establishment of baseline data, preparing Environmental Management Plan and taking
environmental clearances from authorities in the field of Industrial Area/Parks/Townships,
SEZs, Airports, Highways and Expressways**
[Refer Clause 2.2.2 A (ii)]

A: SUMMARY

S. No.	Name of Sector	Name of Project	Length or Area of the Project

Total

(Signature of Authorized signatory)

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

Signature, Address, Seal & Membership No. of Chartered Accountant

B. DETAILS OF THE PROJECTS INDICATED IN “A” OF FORM-6

Assignment Particulars	Applicants to fill up the details here	Reference Page no.
1. Title of the Project & its sector		
2. Entity /Client for which the Project was developed		
3. Date of commencement of Consultancy Assignment		
4. Date of Completion of Consultancy Assignment		
5. Length or Area of the Project		
6. Detail of consultancy services provided (attach work order in support)		
7. Fees of Consultancy Assignment (attach work order in support)		
8. Brief narrative of project		
9. Current Status of the project		
10. Proof of satisfactory completion of Consultancy Assignment (attach satisfactory completion certificate in support)		

Note – 1. Each assignment details be provided on separate sheet.

2. In the absence of any one of the above or any other documentary evidence in support of above claim to the satisfaction of CEC, the information would be considered inadequate and could lead to exclusion of relevant project in assessment of experience.

(Signature of Authorized signatory)

APPENDIX-I
Form-7
(See Clause 2.2.2)

A- The firm should have successfully completed assignments related to Forest Clearance from MoEFCC for similar project of Industrial Area/Parks/ Townships/ SEZs/ Airports/ Highways/ Expressways for a minimum area of 50 Ha. or for min. length of 100 Km each. [Refer Clause 2.2.2 A (iii)]

S. No.	Name of Sector	Name of Project	Area/ length of the Project

(Signature of Authorized signatory)

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

Signature, Address, Seal & Membership No. of Chartered Accountant

B-Details of PROJECTS indicated in "A" of FORM-7.

Assignment Particulars	Applicants to fill up the details here	Reference Page no.
1. Title of the Project & its sector		
2. Entity /Client for which the Project was developed		
3. Date of commencement of Consultancy Assignment		
4. Date of Completion of Consultancy Assignment		
5. Length or Area of the Project		
6. Detail of consultancy services provided (attach work order in support)		
7. Fees of Consultancy Assignment (attach work order in support)		
8. Brief narrative of project		
9. Current Status of the project		
10. Proof of satisfactory completion of Consultancy Assignment (attach satisfactory completion certificate from client in support)		

Note – 1. Each project details be provided on separate sheet.

2. In the absence of any one of the above or any other documentary evidence in support of above claim to the satisfaction of CEC, the information would be considered inadequate and could lead to exclusion of relevant project in assessment of experience.

(Signature of Authorized signatory)

APPENDIX-I
Form-8

Brief Company profile, local presence, associates, major clients & projects etc.

APPENDIX-I
Form-9

Approach Paper on Methodology and Work Plan for Performing the Assignment

(not more than six pages)

APPENDIX-I
Form-10
(See Clause 2.1.4)

Proposed composition of Core Team and Task(s) of Key Personnel

S. No.	Position	Name	Age in yrs.	Qualifications	Experience
1	Team Leader				
2	Environmental Specialist				
3	Socio-Economic Specialist				
4	Ecology and Biodiversity Expert				
5	Environmental Policy & Law Expert				

Name & signature
of the authorised signatory

APPENDIX-I

Form-11

CURRICULUM VITAE (CV) OF PROPOSED KEY PERSONNEL

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

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

7. List of Projects on which the Personnel has worked:

S.No.	Project Name	Description of Assignment	Project Cost (Rs. In Crores)	Designation on which the Personnel has worked	Current status of project	Reference page no. of Employer Certificate attached
1.						
2.						

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

Certification:

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

Place

Signature & Name of Key personnel

Date

Signature & Name of Authorised Signatory of the Applicant

Notes :

- i- Use separate form for each Professional Personnel.
- ii- Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered.
- iii- In the absence of Employer Certificate in support of being associated with the project, the relevant project experience of the Key Personnel could lead to the exclusion in assessment of experience of the Key Personnel by CEC.
- iv- Photocopies of final Degrees/Certificates from recognized Universities/Institutes should be attached as a proof of educational qualifications. Provisional Degrees/Certificates and Marksheets shall not be considered as proof of educational qualifications.

APPENDIX-I
Form-12
{See Clause 2.2.2 A (i)}

Copy of the valid Accreditation certificate from NABET/QCI under Category A for 7c (indicating validity period) for carrying out the EIA studies as envisaged under this RFP.

APPENDIX-II

Form-1
FINANCIAL PROPOSAL

(To be submitted online only in BOQ excel format at e-tender portal and not to be submitted with Technical Proposal)

[Refer Clause 2.15]

Validate

Print

Help

Item Rate B

Tender Inviting Authority: Uttar Pradesh Expressways Industrial Development Authority			
Name of Work: 'Selection of a consultant for comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project '			
Contract No: UPEIDA/Defence Corridor/Environment Consultant			
Name of the Bidder/ Bidding Firm / Company :			
<u>PRICE SCHEDULE</u>			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE per Hectare area of nodes of the UP Defence Industrial Corridor Project (inclusive of GST) In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT In Words
1	2	13	55
1	Financial Proposal		
1.01	Financial Proposal for providing the 'Consulting services for Comprehensive EIA and EMP, Environmental Clearance and Forest Clearance for UP Defence Industrial Corridor Project', on the stipulated terms and conditions and other particulars indicated in the Tender document. [Basic Rate per Hectare area of nodes of the UP Defence Industrial Corridor Project (inclusive of GST)]		INR Zero Only
Total in Figures			INR Zero Only
Quoted Rate in Words		INR Zero Only	