



CAPACITY BUILDING FOR URBAN DEVELOPMENT
Ministry of Urban Development
Government of India

Request for Expression of Interest

for

Empanelment of Consulting Firms For Assessment of
Non-Revenue Water and Developing Strategy and
Implementation Action Plan for Reduction of Non-
Revenue Water in Select Smart Cities

May, 2016

Disclaimer

The information contained in this Request for Expression of Interest (“REOI”) document or subsequently provided to Applicant/s, whether verbally or in documentary form by or on behalf of the Capacity Building for Urban Development (CBUD) Project of Ministry of Urban Development (“MoUD”), or any of their representatives, employees or advisors (collectively referred to as “MoUD Representatives”), is provided to Applicant(s) on the terms and conditions set out in this REOI Document and any other terms and conditions subject to which such information is provided.

This REOI Document is not an agreement and is neither an offer nor an invitation by the MoUD Representatives to any other party. The purpose of this REOI Document is to provide interested parties with information to assist the formulation of their Application for Empanelment pursuant to this REOI Document. This REOI Document includes statements, which reflect various assumptions and assessments arrived at by MoUD in relation to the Project. Such assumptions and statements, in this REOI Document do not purport to contain all the information that each Applicant may require. This REOI Document may not be appropriate for all persons, and it is not possible for MoUD Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this REOI Document. The assumptions, assessments, information and statements contained in this REOI Document may not be accurate, adequate and complete and each Applicant should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this REOI Document, and obtain independent advice from appropriate sources.

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The MoUD Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this REOI Document.

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1 INTRODUCTION

1.1 Background

- a) The Ministry of Urban Development (MoUD), Government of India has rolled “Smart City” Mission and “AMRUT” missions.
- b) Under the AMRUT mission one of the reform is to make an action plan to reduce water losses to less than 20 percent and to publish on website.
- c) Under the Smart City Mission (SCM), 100 cities have been selected out of which 20 Cities have already been included for development as Smart Cities in the first phase.
- d) This Empanelment process is being undertaken to identify a panel of consultants who will be eligible for selection & subsequent award of contract by respective States/Urban Local Bodies to provide technical assistance in Assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water in Select Smart Cities.

1.2 Brief Terms of Reference

1.2.1 Scope of work for the Smart City Agencies

To achieve the objective of the assignment, it is envisaged that the consulting firm will assess ‘As is situation” e.g. collection, collation and analysis of existing data, field tests as required to assess and estimate the level of commercial losses through illegal connections, billing errors, and collection system physical losses through leaks and bursts in primary and secondary networks and house service connections and reservoir overflows and develop a strategy for structured control and reduction of NRW in a phased manner (short term, Midterm and long term) to enable provision of continuous pressurised water supply services to the customers.

The Consultant will prepare a detailed 3 to 5-year NRW reduction strategy (yearly activity plan) based on reduction of losses proposed and cost associated (i.e. no cost, low cost, medium cost and high cost interventions). Provide support for seamless convergence with “AMRUT” for implementation of the strategy by facilitating its inclusion in the Service Level Improvement Plan (SLIP) for the year 2017-18 AMRUT.

The consultant will assess the area wise water losses (in each DMA or supply zone), identify the reasons for water losses and suggest specific solutions for each area. The Consultant will also prepare a detailed physical and commercial loss reduction forecasts for the detailed plan.

The Consultant will determine which activities shall be outsourced for NRW reduction and which should be carried out by service providing agency e.g. ULB/Parastatal/State Government.

The consultant will broadly undertake following key activities:

- i. Data collection on existing infrastructure assets and cost recovery
- ii. Evaluation of current production, transmission and distribution service performance
- iii. Sample surveys for determining the customer consumption volumes
- iv. Prepare current water balance as per International Water Association (IWA) methodology
- v. Establish current annual levels of NRW with breakup of commercial and physical losses and evaluate the economic loss to the utility
- vi. Develop strategy for progressive reduction of NRW with detailed action plan and costs involved
- vii. Evaluate options for implementation of NRW reduction strategy
- viii. Provide a roadmap for rationalization of user charges
- ix. Provide roadmap for improvement in current system to achieve the objectives of the assignment.
- x. Prepare implementation contract documents on performance based NRW reduction framework
- xi. Assist the utility in obtaining funding for implementation.

The Details Terms of reference and tasks to be performed, payment schedule and implementation arrangement shall be provided in the Request for Proposal (RfP) to be issued by respective State/Urban Local Bodies (ULBs) to the shortlisted consultants.

1.3 Availability of REOI Document

The document may be downloaded from the following website www.moud.gov.in and www.eprocure.gov.in

1.4 Validity of Applications

The *Application shall be valid for a period of not less than 120 (one hundred and twenty) days* from the Application Due Date hereinafter called “**Application Validity Period**”. MoUD reserves the right to reject any or all the Applications without assigning any reason whatsoever.

1.5 Scope and Description of Empanelment Process

- a) MoUD proposes to adopt a single stage process to evaluate Applications received based on criteria set out in this REOI Document. Based on this evaluation a panel of consultants shall be prepared.
- b) MoUD proposes to empanel eligible consultants through this process. MoUD shall rank the Applicants based on evaluation criteria as set out in Section 3 of this REOI document.
- c) The purpose of Empanelment is to create a pool of consulting firms that can provide technical support to States/ULBS in Assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water in Select Smart Cities. However, by virtue of getting shortlisted with Ministry does not entitle shortlisted consultancy firms to claim their expenses incurred, if any, in the process of shortlisted nor to claim for any assignment, whatsoever, it may be.
- d) The States/Urban Local Bodies will invite technical and financial proposals from selected shortlisted consultancy firms following the model RfP provided to States/ULBs by MoUD.

1.6 Currency Conversion Rate and payment

For the purposes of evaluation of Applicants, Rs. 65 (sixty five) per US Dollar (US\$) shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the selling rates of State Bank of India (SBI); Selling Exchange Rates established by State Bank of India for the relevant date.

1.7 Schedule of Empanelment Process

MoUD would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Indicative Dates
1.	Date of Issue of REOI	30-05-2016
2.	Last Date of Submission of EOI (online only)	20-06-2016 till 3:00 pm
3.	Last Date of Submission of EOI	20-06-2016 till 3:30 pm

1.8 Communications

All communications excluding the submission of Application shall be addressed to
Email: sajeesh.kr@gov.in and g.vijaykumar@nic.in.

2 Instructions to Applicants

A. General

2.1 Scope of Application

- a) MoUD shall receive Applications from eligible entities for the Project in order to create a pool of consultants for empanelment.
- b) The Applicant shall submit its Application in the form and manner specified in this REOI. It is expected that a separate selection process would be undertaken by the States, UTs and ULBs to appoint consultants for the city-specific projects. The successful bidder emerging from such selection process shall be required to enter into city-specific contracts with the concerned government entity. The payment for the assignment shall be made by MoUD on recommendations by the respective State/ULBs.

2.2 Eligible Applicants

- a) The Applicant eligible for participating in the qualification process shall be any one of the following two categories:
 - a. Category 1: Single Business Entity
 - b. Category 2: A consortium of Business Entities (hereinafter referred to as "Consortium")

The term Applicant would hereinafter apply to both the above-mentioned categories.

- b) For the purpose of this REOI, a Business Entity shall mean a an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.
- c) A **Consortium of a maximum of three (3) members** of above such entities comprising Lead Member shall be allowed and shall hereinafter be referred as "Consortium".
- d) The Applicant should submit a Power of Attorney as per the format enclosed at **Appendix 2**, authorising the signatory of the Application to commit the Applicant.
- e) Applications submitted by a Consortium should comply with the following additional requirements:

- a. The number of members in the Consortium would be limited to three (3);
- b. The Application should contain the information required from each member;
- c. The Application should include a description of the roles and responsibilities of all the members;
- d. Members of the Consortium shall nominate one member as the Lead Member and that member must be an entity as defined in clause 2.2.1;
- e. An Applicant who has applied for empanelment in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the empanelment;
- f. The members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium as per the format enclosed at **Appendix 1**; and
- g. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under **Appendix 10** for the purpose of submission of the Application. The MoU should, interalia,
 - i. Clearly outline the proposed roles and responsibilities of each member of the Consortium; and
 - ii. Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the assignments arising out of the States, Union Territories and million plus cities, as the case may be and in accordance with the terms of the contract agreement therefore;

A copy of the MoU signed by all members should be submitted with the Application. The MoU entered into between the members of the Consortium should contain the above requirements, failing which the Application shall be considered non-responsive.

- f) An Applicant or member of Consortium which has earlier been barred by MoUD or blacklisted by any state government or central government / department / agency in India/ from participating in Bidding Process shall not be eligible to submit an Application, either individually or as member of a Consortium, if such bar subsists as on the Application Due Date. The Applicant or the member of Consortium shall be required to furnish an affidavit that there is no such bar imposed and existing as on the Application Due Date as per format provided in **Appendix 9**. In case the Applicant or member of Consortium gets banned by MoUD blacklisted by any state government or central government / department / agency during the Empanelment Period such Applicant shall cease to be empanelled with MoUD.

- g) A firm declared ineligible by the International Bank for Reconstruction and Development (IBRD), Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A Bank (“Bank”) in accordance with the Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants or debarred from providing consultancy services by and government agency in India shall be ineligible to submit an Application. In case the Applicant or member of Consortium is declared ineligible by the Bank or any government agency in India during the Empanelment Period then such Applicant shall cease to be shortlisted with MoUD.
- h) An Applicant or member of Consortium should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Applicant or member of Consortium, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or member of Consortium. In case the Applicant or member of Consortium during period of Empanelment, fails to perform on any legal agreement, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Applicant or member of Consortium, or been expelled from any project or agreement or have had any agreement terminated for breach by such Applicant or member of Consortium, such Applicant shall cease to be empanelled with MoUD.
- i) While submitting an Application, 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.

2.3 Change in Consortium Composition

Any change in the composition of a Consortium after due date of submission of applications is not allowed.

2.4 Number of Applications

Each Applicant shall submit only one (1) Application for the Project. Any Applicant, who submits or participates in more than one Application for the empanelment will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

2.5 Application Preparation Cost

The Applicant shall be responsible and shall bear all costs and expenses associated with the preparation of its Application and its participation in the empanelment. It is clarified that MoUD shall be not responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the empanelment.

2.6 Acknowledgement by the Applicant

- a) It is desirable that each Applicant submits its Application after collection of required information and analysis or any other matter considered relevant by it.
- b) It would be deemed that by submitting the Application, the Applicant has:
 - a. Made a complete and careful examination of the REOI Document; and
 - b. Received all relevant information requested from MoUD.
- c) MoUD shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.7 Right to Accept or Reject any of the Applications

- a) Notwithstanding anything contained in this REOI Document, MoUD reserves the right to accept or reject any Application or to annul the Empanelment Process or reject all Applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.
- b) MoUD reserves the right to reject any Application if:
 - a. At any time, a material misrepresentation is made or discovered; or
 - b. The Applicant does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.
- c) Rejection of the Application by MoUD, as aforesaid, would lead to the disqualification of the Applicant. If the Applicant is a part of Consortium, then the entire Consortium would be disqualified.

2.8 Amendment of REOI Document

- a) At any time prior to the Application Due Date, MoUD may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the REOI Document by the issuance of Addenda posted on the website: www.moud.gov.in.
- b) In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, MoUD may, at its own discretion, extend the Application Due Date.

2.9 Clarifications

An Applicant requiring any clarification on the REOI Document may request MoUD online through mail at Email: sajeesh.kr@gov.in and g.vijaykumar@nic.in. The

Applicants may send their queries latest by 14 days before the bid submission due date. MoUD would endeavour to respond to the queries 7 days before the bid submission due date. The responses will be uploaded on the website: www.moud.gov.in and www.eprocure.gov.in

B. Preparation and Submission of Application

2.10 Language

The Application and all related correspondence and documents should be furnished by the Applicant with the Application may be in any other language provided that these are accompanied by appropriate translations of the pertinent passages in the English language by approved/authorized/licensed translator¹. Supporting material, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.11 Submission of Application

- a) The Applicant would provide all the information in terms of this REOI Document. Only those Applications shall be evaluated that are received in the required format and complete in all respects. **The Application shall be submitted in maximum 100 pages.**
- b) The Applicant shall submit digitally signed and complete Proposal comprising the documents and forms in accordance with Clause 2.12. The submission shall be done electronically only:
 - (i) Online submission: The application shall be uploaded on the web portal www.eprocure.gov.in. duly digitally signed. The proposals submitted by any other means shall be rejected.

2.12 Sealing and Marking of Applications

- a) An authorized representative of the Applicant shall digitally sign the submission letters in the required format. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Application as per Appendix 2.
- b) The Application shall contain the following (check-list):

¹ Approved/authorized/licensed translator means certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, Phone number and mail-id.

a.	Letter of Application	Refer Appendix 1
b.	Power of Attorney for signing of the Application (in case of Consortium, this would need to be provided by all the member)	Refer Appendix 2
c.	In case of Consortium, Power of Attorney for signing of Application by the Lead Member	Refer Appendix 3
d.	Details of Applicant (in case of Consortium, this would need to be provided by all the members)	Refer Appendix 4
e.	Format for Financial Strength of the Applicant	Refer Appendix 5 and 5A
f.	Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan.	Refer Appendix 6 and 6A
g.	Experience of Applicant in preparation of Detailed Project Report for Non-Revenue water Reduction	Refer Appendix 7 and 7A
h.	Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction.	Refer Appendix 8 and 8A
i.	Format for Affidavit Certifying that Entity/Directors(s) of Entity not Blacklisted	Refer Appendix 9
j.	Format for Memorandum of Understanding (MOU)	Refer Appendix 10
k.	Proof of registration of the Applicant (in case of Consortium, proof of registration of all the Members)	-

2.13 Application Due Date

- a) The Application or its modifications must be uploaded on the portal no later than the deadline mentioned in the Schedule of Empanelment Process (refer Clause 1.7), or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline. Applications submitted by either facsimile transmission or telex shall not be accepted.
- b) MoUD may at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.8 (a), uniformly for all Applicants.

2.14 Late Applications

The electronic system will not accept any Application or its modification for uploading after the deadline.

2.15 Evaluation Process-Opening of Applications

The MoUD evaluation committee shall conduct the opening of the Applications online after the Application submission deadline.

2.16 Evaluation of Applications

- a) The Applications, so received, would subsequently be examined and evaluated in accordance with the criteria set out in Section 3.
- b) MoUD reserve the right to utilise the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Applications.
- c) MoUD reserves the right to reject any or all the Applications, if:
 - a. At any time, a material misrepresentation is made or discovered; or
 - b. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Application.

2.17 Confidentiality

- a) Information relating to the examination, clarification, evaluation, and recommendation for the Empanelled Applicants shall not be disclosed to any person not officially concerned with the Empanelment Process. MoUD will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. At the conclusion of the evaluation process, MoUD shall publish the list of Applicants who have been Empanelled.
- b) MoUD shall not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.18 Tests of Responsiveness

- a) Prior to evaluation of Applications, it shall be determined whether each Application is responsive to the requirements of the REOI Document. An Application shall be considered non responsive if the Application:
 - a. is not received online as indicated at 2.11;
 - b. is not digitally signed with the submission letters as stipulated in Clause 2.12 (a);
 - c. does not contains all the information and documents as set out in Clause 2.12 (b) and in the formats set out in this REOI Document; and
 - d. does not mentions the Application Validity Period as set out in Clause 1.4.

- b) MoUD reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MoUD in respect of such Applications.

2.19 Clarifications to Facilitate Evaluation

- a) To facilitate evaluation of Applications, MoUD, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarifications shall be provided within the time specified by MoUD, as the case may be, for this purpose. Any request for clarifications and all clarifications shall be in writing.
- b) If an Applicant does not provide clarifications sought under Sub-Clause 2.19 (a) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, MoUD may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation.

2.20 Conflict of Interest

- a) MoUD requires that the Shortlisted Consultants provide professional, objective, and impartial advice and at all times hold paramount the interests of MoUD and/or the city/state for which consultancy services are provided, strictly avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Shortlisted Consultants shall not accept or engage in any assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

C. Empanelment and Notification

2.21 Empanelment of Consultants

- a) After the evaluation of Applications, MoUD shall prepare a list of Applicants who meet the qualification criteria as set out in this REOI Document. Other Applicants may be informed that their Applications have been unsuccessful.
- b) The empanelled Applicants would be duly notified that such Applicants are empanelled with MoUD (“Notification of Empanelment”).
- c) The Empanelment of panel of consultants will be initially for the period upto June 2018 from the date of Empanelment. MoUD may renew the shortlist for an additional duration as decided by MoUD at its sole discretion.
- d) The MoUD reserves the right to make additions in the panel after following due process.

3 Criteria for Evaluation

3.1 Evaluation of Applications

- a) This section provides the details of evaluation process. The Applications will be evaluated on the basis of the following parameters:
- a. General Experience of the Firm - Number of years' experience
 - b. Organisational Strength–Total Staff Strength
 - c. Staff having experience of carrying out similar assignments and having performed tasks related to the assignment - Number of such staff.
 - d. Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan.
 - e. Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Water Reduction
 - f. Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction.
- b) The Applications will be evaluated on the basis of the following parameters for each of the three respective areas:

S.No.	Parameter	Maximum Marks
1.	Financial Strength of the Firm	15
2.	Staff having experience of carrying out similar assignments and having performed tasks mentioned in 4 to 6 below	25
4	Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan.	20
5	Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Reduction	20
6	Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction.	20
Total		100

- a) The Applicants (firm) who secure a score of 75 marks or more out of 100 shall be considered for further Empanelment.
- b) After evaluation of the Applications received and scoring of the same, the Applicants, with minimum 75 marks shall be ranked in descending order of the scores secured. The names of such empanelled firms shall be published by MoUD.
- c) The list of empanelled firms shall be provided to States/ ULBs, for issuing RFP for selection on QCBS.

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 Empanelment Process. Notwithstanding anything to the contrary contained in this REOI, MoUD 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 Empanelment Process.
- 4.2 Without prejudice to the rights of MoUD under Clause 4.1 hereinabove, if an Applicant or Consultant, as the case may be, is found by the MoUD 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 Empanelment Process, or after the issue of the notification of Empanelment, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by MoUD during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by MoUD to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 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 Empanelment Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the Notification of Empanelment as the case may be, any person in respect of any matter relating to the empanelment or Notification of Empanelment, who at any time has been or is a legal, financial or technical consultant/ adviser of MoUD 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 Empanelment 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 Empanelment Process;
 - d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the MoUD with the objective of canvassing, lobbying or in any manner influencing or

attempting to influence the Empanelment 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 Empanelment Process.

5 Pre-Application Conference

- 5.1 Pre-Application Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Application Conference, the Applicants shall be free to seek clarifications and make suggestions for consideration of MoUD. MoUD shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Empanelment Process.

6 Miscellaneous

- 6.1 The Empanelment Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process.
- 6.2 MoUD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. Suspend and/or cancel the Empanelment Process and/or amend and/or supplement the Empanelment 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 MoUD 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 Application, the Applicant agrees and releases MoUD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by MoUD or submitted by an Applicant shall remain or become, as the case may be, the property of MoUD. MoUD will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 MoUD reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Appendix 1: Format for Letter of Application

[On the Letter head of the Applicant (Lead Member in case of Consortium)]

Date:

To
Dy. Secretary (SC)-III, CBUD
Ministry of Urban Development
Government of India
Room No. _____Wing
Nirman Bhawan
Maulana Azad Road
New Delhi – 110108

Ref:EOI for Assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water in Select Smart Cities.

Dear Sir,

Being duly authorized to represent and act on behalf of
..... (Hereinafter referred to as “the Applicant”), and having gone through and fully understood all of the eligibility and qualification requirements and information provided, the undersigned hereby apply for Empanelment for the captioned project.

We are enclosing our Application for Qualification in one (1) original, with the details as per the requirements of the REOI Document, for your evaluation.

We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from (Application Due Date)

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title and Address)

Appendix 2: Format for Power of Attorney for Signing of Application

(On Non – Judicial stamp paper of Rs. 100/- or such equivalent Document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) 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 application for “**Assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water in Select Smart Cities.**”, including signing and submission of all documents and providing information / responses to CBUD, Ministry of Urban Development (“MoUD”), representing us in all matters before MoUD, and generally dealing with MoUD in all matters in connection with our bid 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.

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Appendix 3: Format for Power of Attorney for Lead Member of Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Whereas Capacity Building for Urban Development Project on behalf of the Ministry of Urban Development (MoUD), Government of India has invited applications from interested parties for **Assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water in Select Smart Cities**.(the “Project”),

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Expression of Interest(REOI) Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the REOI Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. (Lead Member), and M/s (the respective names and addresses of the registered office) do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MoUD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with MoUD.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, 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/Consortium.

Dated this theDay of2016

.....
(Executants)

(To be executed by all the members of the Consortium)

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

Appendix 4: Format for Details of Applicant

1. Details of Applicant

a.	Name of applicant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation. Copy of incorporation/registration certificate attached	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (copy attached).	:	
j.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
k.	Name and details (Tel / Mobile / E mail) of contact persons	:	

2. In case of a Consortium:

- a. The information above should be provided for all the members of the consortium.
- b. Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		

3. Organisational Strength (staff strength in numbers)

Total Staff Strength of Organisation (Sole/Lead Firm)	
Total Staff Strength of Organisation (Consortium Partner)	
Total Staff Strength of Organisation (Consortium Partner)	

Staff having experience of carrying out similar assignments and having performed tasks mentioned in the TOR (Firm/Lead Firm)	
Staff having experience of carrying out similar assignments and having performed tasks mentioned in the TOR (Consortium Partner 1)	
Staff having experience of carrying out similar assignments and having performed tasks mentioned in the TOR (Consortium Partner 2)	

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the Empanelment, it is proved that the information furnished by us is wrong, MoUD reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date

Name _____

Place

Designation

Tel No.

Mobile No.

E Mail ID

Seal/Stamp of the Firm

Appendix 5: Format for Financial Strength of the Applicant

(Equivalent in Rs. crores)

Applicant*	Annual Turnover (from consultancy business)				
	2012-13	2013-14	2014-15	Total	Average
Sole Applicant					
	OR				
Lead Member of Consortium					
Certificate from the Statutory Auditor					
<p>This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of Consultancy fees.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">§</p>					

- # The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.
- * Any Applicant should fill in details as per the row titled Sole Applicant and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details of Lead Member in the subsequent row. In case the Applicant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of the Lead Member only shall considered.

Appendix 5A: Format for Financial Strength of the Applicant

(Equivalent in Rs. crores)

Applicant*	Net profit (from consultancy business)				
	2012-13	2013-14	2014-15	Total	Average
Sole Applicant					
	OR				
Lead Member of Consortium					
Certificate from the Statutory Auditor					
This is to certify that(name of the Applicant) has Net profit shown above against the respective years on account of Consultancy Business.					
Name of the audit firm:					
Seal of the audit firm					
Date:					
(Signature, name and designation of the authorised signatory)					
§					

- # The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.
- * Any Applicant should fill in details as per the row titled Sole Applicant and ignore the row below. In case of a Consortium, ignore the first row and provide relevant details of Lead Member in the subsequent row. In case the Applicant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of the Lead Member only shall considered.

Appendix 6: Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and Programme Action Plan.

Category No.	Criteria ⁱ	Number and Name of Cities
1	Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan. (Sole /Lead Firm)	
2	Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan. (Consortium Partner 1)	
3	Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan. (Consortium Partner 2)	

¹The Claims of completion shall be self-certified. A copy of agreement/ completion certificate is required to be submitted with this Application. MoUD may seek clarifications, if required, as per clause 2.19.

² Substantially completed completion shall be considered in case the Applicant has completed Draft Final Report

Appendix 6A: Format of Assignment Details of the Applicant

List projects (not more than 15) as mentioned in Appendix 5 .

Experience of the Applicant in Preparation of Non-Revenue Water reduction Strategy and programme action plan.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Value of the contract per city (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Notes: Use separate sheet for each Eligible Project

Appendix 7: Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Reduction

Category No.	Criteria ¹	Number and Name of Cities
1	Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Reduction (Sole/Lead firm)	
2	Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Reduction (Consortium partner 1)	
3	Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Reduction (Consortium partner 2)	

¹The Claims of completion shall be self-certified. A copy of agreement/ completion certificate is required to be submitted with this Application. MoUD may seek clarifications, if required, as per clause 2.19.

² Substantially completed completion shall be considered in case the Applicant has completed Draft Final Report

Appendix 7A: Format of Assignment Details of the Applicant

List projects (not more than 15) as mentioned in Appendix 6.

Experience of Applicant in preparation of Detailed Project Report for Non-Revenue Reduction

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Value of the contract per city (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Notes: Use separate sheet for each Eligible Project

Appendix 8: Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction.

Category No.	Criteria ¹	Number and Name of Cities
1	Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction. (Sole/Lead firm)	
2	Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction. (Consortium partner 1)	
3	Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction. (Consortium partner 2)	

¹The Claims of completion shall be self-certified. A copy of work order/ agreement is required to be submitted with this Application. MoUD may seek clarifications, if required, as per Clause 2.19.

² Substantially completed completion shall be considered in case the Applicant has completed Draft Final Report

Appendix 8A: Format of Assignment Details of the Applicant

List projects (not more than 15) as mentioned in Appendix 7.

Experience of the Applicant in preparing Bid Documents, Bid Evaluation and Contract Document for performance based Non-Revenue Water reduction.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Value of the contract per city (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	

Description of actual services provided by your staff within the assignment:

Notes: Use separate sheet for each Eligible Project

Appendix 9: Format for Affidavit Certifying that Entity / Director/s of Entity are not Blacklisted

(On a Stamp Paper of relevant value)

Affidavit

I M/s. (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India from participating in Project/s, either individually or as member of a Consortium as on _____.

We further confirm that we are aware that as per Clause 2.7 (b), our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of Clause 2.2 (f) or 2.2 (g) any stage of the Empanelment Process or thereafter during the Empanelment period.

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

To be executed separately by all the Members in case of Consortium

Appendix 10: Format for Memorandum of Understanding (MOU)

(On Non – judicial stamp paper of Rs 1000/- or such equivalent
Document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this ____ day of _____ 2016 at _____ among _____ and having its registered office at _____, (hereinafter referred as "_____"), which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part
and

_____ and having its registered office at _____, (hereinafter referred as "_____"), which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part

and

The parties are individually referred to as Party and collectively as Parties.

WHEREAS Ministry of Urban Development ("MoUD"), has invited Request for Expression of Interest (REOI) from entities interested for **Assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water in Select Smart Cities**, ("Project") as per the terms contained in the REOI Document.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
3. That this MoU shall be governed in accordance with the laws of India and courts in Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
 2. Second Party
 3. Third Party
- Witness:
