



**Ministry of Housing and Urban Affairs
Government of India**

Request for Expression of Interest

for

Independent Review and Monitoring Agency (IRMA) for Atal
Mission for Rejuvenation and Urban Transformation
(AMRUT)

October 2017

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List of Abbreviations

AG	Accountant General
AMRUT	Atal Mission for Rejuvenation and Urban Transformation
C&AG	Comptroller and Accountant General
DPR	Detailed Project Report
EA	Executing Agency
EMP	Environment Management plan
GFR	General Financial Rules
INR	Indian Rupees
IRMA	Independent Review and Monitoring Agency
MoU	Memorandum of Understanding
MoHUA	Ministry of Housing and Urban Affairs
NIT	Notice Inviting Tender
O&M	Operation and Maintenance
PEA	Project Executing Agency
PIU	Project Implementation Unit
QCBS	Quality and Cost-Based System
REoI	Request for Expression of Interest
RFI	Request for Inspection
RFP	Request for Proposal
SAAP	State Annual Action Plan
SHpsc	State High Power Steering Committee
SLB	Service Level Benchmark
SLIP	Service Level Improvement Plan
SLTC	State-Level Technical Committee
ToR	Terms of Reference
ULB	Urban Local Body
UT	Union Territory

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1 Introduction

1.1 Background

1.1.1 To extend the urban infrastructure development support to the ULBs Atal Mission for Rejuvenation and Urban Transformation (AMRUT) mission was launched on 25th June 2015 by the Ministry of Housing and Urban Affairs, Government of India (MoHUA). The Mission is being rolled out in 500 Cities geographically spread across the Country. MoHUA is seeking services of a specialist Independent Review and Monitoring Agency (IRMA) at State/UT level, comprising of sector specialists to carry out periodic review and monitoring of the projects under the Mission.

1.2 AMRUT Mission : Objectives

1.2.1 The purpose of Atal Mission for Rejuvenation and Urban Transformation (AMRUT)

- a) To ensure that every household has access to a tap with assured supply of water and a sewerage connection;
- b) Increase the amenity value of cities by developing greenery and well maintained open spaces (e.g. parks); and
- c) Reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g. walking and cycling). All these outcomes are valued by citizens, particularly women, and indicators and standards have been prescribed by the Ministry of Housing and Urban Affairs (MoHUA) in the form of Service Level Benchmarks (SLBs).

1.3 AMRUT Mission ; Mission Strategy

1.3.1 The bedrock of the AMRUT Mission is development of core infrastructure with the objective of the achieving improvement in delivery of services and implementation of reforms. The ULBs should move step-by-step to improve their Service Level Benchmarks (SLBs), The approach is that while focusing on investments in urban infrastructure, we should aim to make ULBs more accountable, increase available resources, improve service delivery and empower them and citizens through reforms.

1.4 AMRUT Mission : Mission Components

1.4.1 The Mission will have the following focus areas:

- a) Water supply,
- b) Sewerage facilities and septage management,
- c) Storm water drains to reduce flooding,
- d) Pedestrian, non-motorized and public transport facilities, parking spaces, and

- e) Enhancing amenity value of cities by creating and upgrading green spaces, parks and recreation centres, especially for children.

1.5 Independent Review and Monitoring Agency

1.5.1 The Mission provides for external monitoring by the Independent Review and Monitoring Agency (IRMA). The IRMA will submit the quarterly report to the ULB/parastatal and the SLTC. The comments of the ULB and the SLTC will be examined by the SHPSC and action taken. The State Mission Director will submit the action taken on the IRMA report at the time of claiming funds in the AMRUT. Concretely, monitoring will consist of the following elements.

- i. All projects will be periodically monitored and reviewed by Apex Committee and will be subjected to various audits by external and empanelled agencies, internal auditors as well as by C&AG and State AGs.
- ii. The MoHUA, States and the ULBs will track objectives and other key indicators using it will Information Technology based solutions, periodically, and release of funds will be linked to achievement of key performance targets given in the SAAP.
- iii. At the State level, the State HPSC would undertake detailed scrutiny of the projects at the proposal stage and monitoring during the execution.
- iv. The State HPSC shall submit a Quarterly Score Card given in Annexure 4 of the Mission's guidelines.
- v. Third party review by IRMA for projects shall be carried out. This agency will be hired from amongst specialised/technical agencies.

1.5.2 The IRMA is proposed to be appointed for the third-party review of projects. The IRMA will work in coordination with the State Mission Director. The services of IRMA are envisaged for a period of four years. The agencies selected will be evaluated against suitable criteria, including, but not limited to:

- a) Qualifications of personnel
- b) Proven skills in the fields of proposed engagement
- c) Prior experience of working on relevant projects
- d) Prior experience in project monitoring

1.5.3 It is further expected that the IRMA professionals will have minimum of following credentials:

- (a) Relevant general technical qualifications and experience;
- (b) Have a demonstrated ability to work closely and effectively with the management and administration in government set up and on projects of similar nature; and
- (c) Thorough understanding of the systems, procedures for the implementation of projects in Governments.

1.6 Terms of Reference

- 1.6.1 The consulting services (“the Services”) include the following Terms of Reference.
- 1.6.2 Terms of Reference (ToR) of Independent Review and Monitoring Agency (IRMA). The scope of Independent Review and Monitoring Agency (IRMA) is as below: The Independent Review and Monitoring Agency (IRMA) is expected to review and monitor all projects sanctioned under AMRUT Mission. Feasibility of the project – ‘doability’ and ‘need’ is established during project appraisal prior to its sanction. Therefore, IRMA will not relook at the same. The IRMA will identify the constraints and issues in the project implementation and enable a corrective action if necessary. All the project in a city will be visited by the IRMA in a single visit once in every six months. The visit may be adjusted at the request of the concerned State Government to account for situation like synchronizing the visit with instalment claim.

In these periodic site visits (half yearly) agency will draw up the reports, discuss the same with the project management team and forward the report to the concerned Project Executing Agency (PEA)/ Urban Local body (ULB), SLTC (State Level technical committee) and State Mission Directorate (soft copy only via an email). The reporting shall be on the basis of standard checklist covering various activities in all stages of the project development cycle, and specific for each sector. The scope of services covering various activities in all stages of the project development cycle is described below.

Pre-construction Stage:

Review of the project at this stage is to primarily review and monitor the preparatory activities that go into a project prior to beginning actual procurement and construction. Such review should cover:

- i. Review of project design documentation¹
 - a. Check project components are in line to the approved SLIP/SAAP.
 - b. Check extent of completion of design with respect to the committed service level improvement sanctioned in SLIP/SAAP.
 - c. Review adherence to technical standards in the detailed execution designs / drawings prepared
 - d. Review the project implementation plan (level of detail, interdependencies, linkage to resources, etc.)
 - e. Check the sequence of design documentation with respect to project implementation plan

¹ The Documentation includes the Service level Improvement Plans of the City, SAAP of the State and the DPRs

- f. Review the test reports to examine adequacy of all surveys that are needed to be carried out for project design.
- g. However, if the construction of the project has already started before IMA is appointed, these activities may be done as an initial report.
- ii. Review of site preparation and clearances to begin construction
 - a. Undertake site visit to examine availability of land / right of way for the project, to examine that the project site is free of encumbrances; access to site is available; etc. Report on handing over of site to the contractor for construction.
 - b. Report on statutory clearances.
 - c. Report on progress with respect to shifting of utilities, if applicable.
 - d. Review the probability of escalation in project cost and time delay in implementation on account of delays in site preparation and statutory clearances
- iii. Review of project management mechanisms
 - a. Report on whether mechanisms have been put in place for independent monitoring of physical quality of materials / construction / fabrication
- iv. Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Construction Stage:

Review of the project through the course of its construction is to primarily review and monitor physical progress, financial progress, commercial performance, project quality, compliance to statutes and other requirements. Such review to be conducted periodically (i.e. half yearly) over the construction period should cover:

- i. Report on Physical progress of the project:
 - a. Review the physical performance accomplished in the project with respect to the milestones projected in the DPR or the project implementation plan finalized at pre-construction/RFP stage.
 - b. Review of rescheduling of milestones on the basis of performance.
 - c. Report on abnormal delays in project activities and advice on remedial measures.
- ii. Report on Quality assurance systems and Project quality

-
- a. Report on methodology and frequency of tests carried out by the contractor/quality assurance consultant by examining Requests for Inspection (RFI) and reports. Ensure that they are in line with good industry practices.
 - b. Confirm that the materials used for construction are as per the specifications of contract agreement²
 - c. Report about cases of non-conformance from quality reviews based on available documents and interactions.
- iii. Report on the Commercial performance and Financial progress of the project:
 - a. Commercial performance
 - i. Review and report on commercial performance of contractors under the project with respect to commercial terms and conditions, i.e. performance with respect to clauses such as – guarantee / warranty, defects–liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc.
 - ii. Highlight and report on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project.
 - iii. Suggest remedial measures to improve commercial performance
 - b. Financial progress of the project
 - i. Report on adequacy of systems for project related financial management.
 - ii. Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements.
 - iii. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
 - iv. Report on utilization of funds in verification with bank reconciliation statements.
 - v. Remedial measures to improve financial progress
- iv. Report any major variation in overall project cost, due to changes in the Bill of Quantities as per the contract.
 - v. Compliance to the statutory requirements
 - a. Report on compliance to directives by State and Central environmental agencies stated during the environmental clearance of the project, compliance with the Environmental

² IRMA shall not themselves undertake any physical testing of material / product / construction quality. However, IRMA may prevail on the PEA to conduct necessary tests. Costs for such testing should be borne by the PEA.

Management Plan for the project, and good environmental management practices of the industry.

- b. Report on provision, installation, and usage of health and safety equipment's, procedures and practices at site by visual observation and examination of records. The report should include health and safety issues concerning workers at site.
 - c. Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stakeholders.
 - d. Report about the progress of Resettlement and Rehabilitation of Project Affected Persons
 - e. Report on persons requiring resettlement and rehabilitation assistance as reported by the land acquisition team and the DPR.
 - f. Report on compensation awarded and / or to be paid as per the records.
 - g. Report on court cases, which likely to affect the physical progress of the project.
- vi. Review of O&M arrangements and outcome assessment
- a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability.
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Commissioning, Trial run and Testing Stage

- i. Report on necessary training imparted to the operations and maintenance (O&M) team for taking over the completed project. The agency will check with records and discussion with participants.
- ii. Report on stages of testing and level of participation by the O&M team.
- iii. Reports on handing over of all documentation, "As Built" drawings operational instructions and equipment manuals to the O&M team.
- iv. Report on trial runs and completion of project.
- v. Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Post Construction Stage:

- i) To report on overall performance of the asset created (project) with respect to a.
 - a. Capacity – delivering capacity requirements
 - b. Service level Improvement- as compared to committed in SLIP/SAAP
 - c. Functionality – meeting all functional requirements
 - d. Usage – extent of usage, break downs and shut downs
- ii) Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

1.6.3 Time Frame for review

- i) The services of the IRMA are required to be rendered over the entire life cycle of the project development. The agency shall be in place during pre-construction, construction, trial run and post construction stages of the project.
- ii) The IRMA shall be selected by the Mission Directorate, MoHUA on behalf of States, and is expected to cover all physical infrastructure projects under the AMRUT in all selected cities.
- iii) The Ministry reserves the right to add more projects from any other schemes or programmes or stand-alone projects for review and monitoring.
- iv) IRMAs shall be appointed for a period of 4 years. Extension of work of IRMA beyond this period shall be subject to the recommendation of the concerned SLTC and approval of the Apex Committee and will be for a period of one year at a time up to a maximum of two extensions.
- v) For a particular project, the IRMA's work starts from the date of approval of the DPR from SLTC and ends one year after the filing of Project Completion Report. Subsequent to filing of the Project Completion Report, the IRMA shall make one visit after one year of such milestone to assess the overall performance of the asset created and improvement in Service levels as per the Scope of Work stated above.
- vi) The review of documents will be considered part of first visit irrespective of time it is done. All Project in a city will be visited by the IRMA every six months. The visit may be adjusted at the request of the concerned State Government to account for situation like synchronizing the visit with instalment claim. The

visits will be conducted by a team comprising a minimum of two experts of expertise relevant to the project.

- vii) An indication of the expected investment in projects in each State/ UT under the Mission has been given below. The allocation has been done keeping in view the overall expected fund flow to the Mission during the Mission period and the sharing pattern between Centre and States. The investment is subjected to change in accordance with the actual availability of funds under the Mission, implementation efforts of the States/UTs concerned and other factors.

Table 1: Expected investment in projects in the States/UTs during the Mission Period under AMRUT

Sl. No.	Name of State/UT	Expected investment (Rs. Cr)	
		Central Assistance	Total SAAP size
1	Andaman & Nicobar Island	10.82	10.82
2	Andhra Pradesh	1056.62	2890.17
3	Arunachal Pradesh	126.22	140.25
4	Assam	591.42	657.14
5	Bihar	1164.80	2469.77
6	Chandigarh	54.09	95.07
7	Chhattisgarh	1009.74	2192.77
8	Dadra & Nagar Haveli	10.82	10.82
9	Daman & Diu	18.03	18.03
10	Delhi	802.31	802.31
11	Goa	104.58	209.18
12	Gujarat	2069.96	4884.42
13	Haryana	764.51	2565.74
14	Himachal Pradesh	274.07	304.52
15	Jammu & Kashmir	533.72	593.05
16	Jharkhand	566.17	1245.74
17	Karnataka	2318.79	4952.87
18	Kerala	1161.20	2359.38
19	Lakshadweep	3.61	3.61
20	Madhya Pradesh	2592.86	6200.66
21	Maharashtra	3534.08	7759.32
22	Manipur	162.28	180.31
23	Meghalaya	72.12	80.14
24	Mizoram	126.22	140.25

Sl. No.	Name of State/UT	Expected investment (Rs. Cr)	
		Central Assistance	Total SAAP size
25	Nagaland	108.19	120.22
26	Odisha	796.97	1598.96
27	Puducherry	64.91	64.91
28	Punjab	1204.47	2766.63
29	Rajasthan	1541.95	3223.94
30	Sikkim	36.06	40.06
31	Tamil Nadu	4756.58	11194.78
32	Telangana	832.60	1666.26
33	Tripura	133.43	148.25
34	Uttar Pradesh	4922.46	11421.67
35	Uttarakhand	533.72	593.02
36	West Bengal	1929.32	4035.00
	Total	35989.70	77640.03

viii) The table below provides an indication of the effort estimate and methodologies required for independent review of the IRMA for the projects at different Stage. The timing of review and the method of review is indicative.

Table 2: Reviewing and Monitoring Requirements

S. No.	Nature of review	Timing	Method of review	Frequency
Pre- Construction Stage³				
1.	Review of Project design document	On Completion of design of project/project component	Design documents and Drawings	Once
2.	Review of site preparation and clearance to begin construction	Prior to start of construction	Inter departmental correspondences Official records	Once
3.	Review of Project Management Systems	After deployment of Project Management Systems	As per official records Observation Discussions with PEA	Half Yearly
4.	Review of O&M arrangements	On completion of design of project	Design documents official records discussion with PEA	Once
5.	Review of expected outcomes	On completion of design of project	Design documents official records discussion with PEA	Once

³ Whereas in the case of cities, where the projects has already commenced and executed will not require the review of project documentation it is expected that typically the review of DPR and Bid documents by the IRMA in the Pre-construction stage would be require about 45 person days of effort for a project.

S. No.	Nature of review	Timing	Method of review	Frequency
Construction Stage & Commissioning, Trial-Runs and Testing Stage				
6.	Report on Physical progress of project	After handing over the site to contractor /concessionaire, and regularly	Reports and documents submitted by PIU, Review of milestones as per Contract agreement, Discussions with PEA	Half Yearly
7.	Report on quality assurance system	over the Construction period	Request for inspection (RFI) reports Contract agreement and physical observation Discussions with PEA	
8.	Commercial Performance	Over the construction period	Contract and relevant documents	Half Yearly
9.	Financial Performance		Invoices, Measurement Book, Bank statements, BOQ as per contracts	
10.	Compliance to the statutory requirements	Pre-Construction, during Construction and Post-Construction	As per the MoEF guidelines EMP document for the project. Comparison with relevant legislation /rules	Half Yearly
11.	Safety and Health	Construction and Post-Construction	As per relevant standards/ good practices / Contracts	Half Yearly
12.	Progress of Resettlement and Rehabilitation	During Pre-Construction and Construction stage if the Land acquisition process is not completed.	As per R&R Action Plan submitted along with DPR/ Land acquisition proposal submitted, Records of Competent Authority No. of court cases against land acquisition for the project	
13.	Commissioning, Trial runs and Testing	Commissioning, Trial runs and Testing stage	As per Records and discussion with Concerned officials	Once
14.	Review of O&M arrangements	Concurrent with construction	Design documentation official records discussion with PEA	Half Yearly
15.	Review of progress on outcomes	Concurrent with construction	Design documentation official records discussion with PEA	Half Yearly
Post-Construction Stage				
16.	Report on overall performance of the asset created (project)	Post Construction Stage, about one year after project completion	Records and discussion with officials / beneficiary community	Once
17.	Review of O&M arrangements	Completion of construction and commissioning	Design documentation, official records discussion with PEA	Once

S. No.	Nature of review	Timing	Method of review	Frequency
18.	Review of outcomes	Completion of construction and commissioning	Design documentation, official records discussion with PEA	Once

1.7 States & Cities selected for appointment of IRMA

- 1.7.1 Each State and UT is expected to be covered by an IRMA. The appointment of IRMA at RfP stage will be done on cluster basis. A cluster will comprise of one or more States and UTs as mentioned below in the table. One IRMA will cover all the Mission Cities under the cluster. Agencies shortlisted at REoI stage will be required to quote for one or more clusters except the Cluster(s) where it is in conflict of interest, and also specify order of priority. No agency shall normally be selected for more than 3 clusters. However, the MoHUA reserves the right to select an agency for more than 3 clusters.
- 1.7.2 The Mission requires States/UTs to take up at least one park project in every Mission city every year. The Mission also places an upper limit of 2.5% of total SAAP size that can be allocated for Park projects. Therefore, the park projects are likely to be of smaller size as compared to projects in other sectors. They will require lower technical and experience qualification for their review. In light of that, the price quoted shall not be applicable to park projects and the fees payable towards tasks carried out by a IRMA in respect of each park project shall be lump sum as 10% of the price quoted. This will also be irrespective of whether there are projects in other sectors in that city or not.

Table 3: Names of Clusters/ States

Sl.	Name of State/UT	Actual Mission Period Status	
		No of Mission Cities	Total SAAP Size in Mission period*
1	Chandigarh	1	95.07
	Himachal Pradesh	2	304.52
	Jammu & Kashmir	5	593.05
	Punjab	16	2766.63
	Total	24	3759.27
2	Bihar	27	2469.77
	Chhattisgarh	9	2192.77
	Jharkhand	7	1245.74
	Total	43	5908.28
3	Gujarat	31	4884.42
	Total	31	4884.42
4	Delhi	4	802.31
	Haryana	20	2565.74
	Uttarakhand	7	593.02
	Total	31	3961.07
5	Andhra Pradesh	33	2890.17
	Telangana	12	1666.26
	Total	45	4556.43
6	Kerala	9	2359.38
	Lakshadweep	1	3.61
	Total	10	2362.99
7	Rajasthan	29	3223.94
	Total	29	3223.94
8	Karnataka	27	4952.87
	Total	27	4952.87
9	Uttar Pradesh	61	11421.67
	Total	61	11421.67
	Grand Total	301	45030.94

Table 4: Cities covered under AMRUT⁴

Name of State: Andhra Pradesh				
Number of Cities: 33				
Adoni	Eluru	Kadapa	Narasaraopet	Tadepalligudem
Anantapur	Gudivada	Kakinada	Nellore	Tadpatri
Bhimavaram	Guntakal	Kurnool	Ongole	Tenali
Chilakaluripet	Guntur	Machilipatnam	Proddatur	Tirupati
Chittoor	GVMC	Madanapalle	Rajahmundry	Vijayawada
Dharmavaram	Hindupur	Nandyal	Srikakulam	Vizianagaram
Amravati	Srikalahasti	Kavali		

Name of State: Bihar				
Number of Cities: 27				
Arrah	Biharsharif	Dinapur Nizamat	Katihar	Patna
Aurangabad	Buxar	Gaya	Kishanganj	Purnia
Bagaha	Chapra	Hajipur	Motihari	Saharsa
Begusarai	Darbhanga	Jamalpur	Munger	Sasaram
Bettiah	Dehri	Jehanabad	Muzaffarpur	Siwan
Bhagalpur	Bodh Gaya			

Name of UT: Chandigarh				
Number of Cities: 1				
Chandigarh				

Name of State: Chhattisgarh				
Number of Cities: 9				
Ambikapur	Bhilai Nagar	Bilaspur	Durg	Jagdalpur
Korba	Raigarh	Raipur	Rajnandgaon	

Name of UT: Delhi				
Number of Cities: 4				
East DMC	N.D.M.C.	North DMC	South DMC	

Name of State: Gujarat				
Number of Cities: 31				
Ahmadabad	Botad	Jamnagar	Nadiad	Surat
Amreli	Deesa	Jetpur Navagadh	Navsari	Surendranagar Dudhrej
Anand	Gandhidham	Junagadh	Palanpur	Vadodara
Bharuch	Gandhinagar	Kalol	Patan	Valsad
Bhavnagar	Godhra	Mahesana	Porbandar	Vapi
Bhuj	Gondal	Morvi	Rajkot	Veraval
Dwarka				

Name of State: Haryana				
Number of Cities: 20				
Panipat	Bahadurgarh	Hisar	Karnal	Rohtak
Sonipat	Bhiwani	Jagadhri	Palwal	Sirsa
Ambala	Faridabad	Jind	Panchkula	Thanesar

⁴ The employer reserves the right to add or delete cities

Ambala Sadar	Gurgaon	Kaithal	Rewari	Yamunanagar
Name of State: Himachal Pradesh				
Number of Cities: 2				
Shimla	Kullu			

Name of State: Jammu and Kashmir				
Number of Cities: 5				
Anantnag	Jammu	Srinagar	Leh Ladakh	Kargil

Name of State: Jharkhand				
Number of Cities: 7				
Adityapur	Chas	Deoghar	Dhanbad	Giridih
Hazaribag	Ranchi			

Name of State: Karnataka				
Number of Cities: 27				
Bagalkot	Bijapur	Gangawati	Kolar	Ranibennur
BBMP	Chikmagalur	Gulbarga	Mandya	Robertson Pet
Belgaum	Chitradurga	Hassan	Mangalore	Shimoga
Bellary	Davanagere	Hospet	Mysore	Tumkur
Bhadravati	Gadag-Betigeri	Hubli-Dharwad	Raichur	Udupi
Bidar	Badami			

Name of State: Kerala				
Number of Cities: 9				
Alappuzha	Kannur	Kochi	Kollam	Kozhikode
Palakkad	Thiruvananthapuram	Thrissur	Guruvayur	

Name of UT: Lakshadweep				
Number of Cities: 1				
Kavaratti				

Name of State: Punjab				
Number of Cities: 16				
Amritsar	Abohar	Barnala	Batala	Bathinda
Ferozpur	Hoshiarpur	Jalandhar	Khanna	Ludhiana
Malerkotla	Moga	Muktsar	Pathankot	Patiala
S.A.S. Nagar				

Name of State: Rajasthan				
Number of Cities: 29				
Ajmer	Bhiwadi	Ganganagar	Jodhpur	Sikar
Alwar	Bikaner	Gangapur City	Kishanganh	Sujanganh
Baran	Bundi	Hanumanganh	Kota	Tonk
Beawar	Chittaurgarh	Hindaun	Nagaur	Udaipur
Bharatpur	Churu	Jaipur	Pali	Jhalawar
Bhilwara	Dhaulpur	Jhunjhunun	Sawai Madhopur	

Name of State: Telangana				
Number of Cities: 12				
Adilabad	GHMC	Karimnagar	Khammam	Mahbubnagar
Miryalaguda	Nalgonda	Nizamabad	Ramagundam	Siddipet

Suryapet	Warangal			
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Name of State: Uttar Pradesh				
Number of Cities: 61				
Agra	Budaun	Gonda	Loni	Pilibhit
Akbarpur	Bulandshahar	Gorakhpur	Lucknow	Rae Bareli
Aligarh	Chandausi	Hapur	Mainpuri	Rampur
Allahabad	Deoria	Hardoi	Mathura	Saharanpur
Amroha	Etah	Hathras	Maunath Bhanjan	Sambhal
Azamgarh	Etawah	Jaunpur	Meerut	Shahjahanpur
Bahraich	Faizabad	Jhansi	Mirzapur-cum-Vindhyachal	Shamli
Ballia	Farrukhabad-cum-Fatehgarh	Kanpur	Modinagar	Shikohabad
Banda	Fatehpur	Kasganj	Moradabad	Sitapur
Baraut	Firozabad	Khurja	Mughalsarai	Sultanpur
Bareilly	Ghaziabad	Lakhimpur	Muzaffarnagar	Unnao
Basti	Ghazipur	Lalitpur	Orai	Varanasi
Ayodhya				

Name of State: Uttarakhand				
Number of Cities: 7				
Dehradun	Haldwani-cum-Kathgodam	Hardwar	Kashipur	Roorkee
Rudrapur	Nainital			

1.8 Availability of REOI Document

The document can be downloaded from the following website

www.eprocure.gov.in

1.9 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". MoHUA reserves the right to reject any Application, which does not meet this requirement.

1.10 Scope and Description of Shortlisting Process

- MoHUA proposes to adopt a two stage process to evaluate Applications received based on criteria set out in this REOI Document. Based on this evaluation undertaken, a short-list of Applicants will be prepared. The RfP shall be issued to only the Shortlisted Applicants.
- The MoHUA will invite Technical and Financial proposals from selected shortlisted consultancy firms (Applicants) following the Request for Proposal (RfP) in the second stage.

1.11 Schedule of Shortlisting Process

MoHUA would endeavour to adhere to the following schedule:

Sr. No	Event Description	Indicative Date
1	Date of Issue of REOI	18 October 2017 at 1500
2	Last Date for receiving queries	25 October 2017, 1300 hrs
3	Pre Application Conference	25 October 2017, 1500 hrs at Room no 417C Nirman Bhawan
4	Replies of the queries uploaded on the website	On or before 1500 hrs on 27th October 2017
5	Last Date of Submission of EOI (online only)	14th November 2017 till 1500
6	Date of opening of Applications online	14th November 2017 at 1530

1.12 Communications

All communications excluding the submission of Application shall be addressed to Email: to rajesh.kr70@gov.in

2 Instructions to Applicants

A. General

2.1 Scope of Application

- a. MoHUA wishes to receive Applications from eligible entities for the Project in order to shortlist agencies.
- b. The Applicant shall submit its Application in the form and manner specified in this REOI. The qualified Agencies shall be shortlisted. The RFP will be issued to only the shortlisted agencies. The successful bidder emerging from such selection process shall be required to enter into a contract with MoHUA and the payment for the assignment shall be done by MoHUA.

2.2 Payment

The payment to IRMA shall be made by the State/UT government concerned. The Ministry shall keep adequate funds at the disposal of the state governments in this regard.

2.3 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 an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or a firm/LLP registered under applicable law and includes Societies/ Trusts registered under Societies Registration Act 1861 / other applicable law and should submit registration /incorporation under the governing legislation. The Agency 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 one Lead Member with two other members 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 each 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 2.3
 - 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 3; and
 - g. The members of the Consortium shall enter into a Memorandum of Understanding (MoU), as per the format provided under Appendix 8 for the purpose of submission of the Application. The MoU should, inter alia,
 - 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 MoHUA or blacklisted by any State /UT 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 date as per format provided in

Appendix 7. In case the Applicant or member of Consortium gets blacklisted/banned by MoHUA or any State /UT Government or Central government / department / agency during the Empanelment Period such Applicant shall cease to be empanelled with MoHUA.

- g. 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 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 MoHUA.
- h. 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.

2.4 Change in Consortium Composition

No change in the composition of a Consortium during the term of shortlisting shall be permitted.

2.5 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(s) of which it is a member.

2.6 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 MoHUA shall be not responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the empanelment.

2.7 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:
 - i. Made a complete and careful examination of the REOI Document; and
 - ii. Received all relevant information requested from MoHUA.

- c) MoHUA shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.8 Right to Accept or Reject any of the Applications

- a) Notwithstanding anything contained in this REOI Document, MoHUA reserves the right to accept or reject any Application or to annul the Shortlisting 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) MoHUA reserves the right to reject any Application if:
- a. At any time, a material misrepresentation has been 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 MoHUA, 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.

2.9 Amendment of REOI Document

- a) At any time prior to the Application Due Date, MoHUA 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.eprocure.gov.in
- b) In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, MoHUA may, at its own discretion, extend the Application Due Date.

2.10 Clarifications

An Applicant requiring any clarification on the REOI Document may request MoHUA online through mail at Email: rajesh.kr70@gov.in. The Applicants may send their queries latest by 14 days before the bid submission due date. MoHUA would endeavour to respond to the queries 7 days before the bid submission due date. The responses will be uploaded on the website www.eprocure.gov.in.

B. Preparation and Submission of Application

2.11 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 translator⁵ Supporting material, which are not translated into English, may not

⁵ 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.

be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 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. No physical submission of applications shall be accepted.

2.13 Sealing and Marking of Applications

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

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.	Financial Capability of the Applicant (in case of Consortium, Financial Capability of Lead Members)	Refer Appendix 5 and Appendix 5A
f.	Past Experience of Applicant (in case of Consortium experience of all the members) and CVs of key Personnel.	Refer Appendix 6, Appendix 6A
g.	Format for Experience of Key personnel	Refer Appendix 7
h.	Affidavit certifying that Business Entity / Director(s) of Business Entity are not blacklisted / barred	Refer Appendix 8
i.	In case of Consortium, Memorandum of Understanding as per the format attached in	Refer Appendix 9
j.	Proof of registration of the Applicant (in case of Consortium, proof of registration of all the Members)	

2.14 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 Shortlisting 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) MoHUA 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.

2.15 Late Applications

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

C. Evaluation Process

2.16 Opening of Applications

The MoHUA evaluation committee shall conduct the opening of the Applications on the date and time indicated in clause 1.11.

2.17 Evaluation of Applications

- a) The Applications received, would subsequently be examined and evaluated in accordance with the criteria set out in Section 3.
- b) MoHUA reserves the right to utilise the services of consultant/s or advisor/s, to assist in the examination, evaluation, and comparison of Applications.
- c) MoHUA 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 supplemental information required for the evaluation of the Application.

2.18 Confidentiality

- a) Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the Shortlisting Process. MoHUA 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, MoHUA shall publish the list of Applicants who have been Shortlisted.
- b) MoHUA 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.

2.19 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 2.12;

- b. is not digitally signed with the submission letters as stipulated in Clause 2.13 (a);
- c. does not contains all the information and documents as set out in Clause 2.13 (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
- e. MoHUA reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MoHUA in respect of such Applications.

2.20 Clarifications to Facilitate Evaluation

- a) To facilitate evaluation of Applications, MoHUA, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application. Such clarifications shall be provided within the time specified by MoHUA, 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 2.20 (a) above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, MoHUA 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.

2.21 Conflict of Interest

- a) MoHUA requires that the Shortlisted Agencies provide professional, objective, and impartial advice and at all times hold paramount the interests of MoHUA 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 Agencies shall not accept or engage in any assignment during the course of entire period of 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.
- b) Any involvement in project implementation under AMRUT like DPR preparation, functioning as Project Development and Management Consultants, State MMU/PMU, City MMU etc in any State/UT under the Mission will amount to conflict of interest for this assignment in that State/UT. However, engagement for the Capacity Building activities, reform implementation activities and any other academic, policy support or similar engagements with States, City or their organs will not amount to conflict of interest for the purpose of this assignment.

D. Shortlisting and Selection

2.22 Shortlisting of Consulting firms

- a) After the evaluation of Applications, MoHUA shall prepare a shortlist Applicants who meet the qualification criteria as set out in this REOI Document. The shortlisting will be done to form a single panel.

- b) The Request for Proposal (RfP) will be issued to shortlisted consulting firms for the final selection.

E. Agency Personnel

2.23 Requirement of Key Personnel

- a) The IRMA shall provide adequate staff with appropriate qualifications and experience to undertake the works described in the TOR in given time for all states and cities in the Cluster. Experts from the IRMA are expected to be optimally deployed as per the needs of individual projects. The team members of the IRMA are expected to be highly qualified in their respective areas of expertise. They are expected to have experience in similar infrastructure projects.
- b) The IRMA team should typically comprise a core team led by an experienced Team Leader. The Team Leader should have relevant project monitoring and implementation experience. The Team Leader is expected to play a key role in interface with EAs and State Govts; provide guidance on review methodology and coordinate deployment of the core team and specialists. The core team should comprise professionals with specialization in urban planning, public health engineering, safeguard, finance and accounts.
- c) The IRMA for each State/cluster is expected to constitute of one team leader and sufficient number of technical experts in accordance with the number of cities and quantum of monitoring and evaluation tasks expected in the State/cluster. IRMA for each State/cluster will be expected to constitute one technical expert having above mentioned qualifications and experience for every 10 cities in the cluster or part thereof. However, this is the minimum and IRMA will be expected to have in position sufficient number of technical experts to accomplish the tasks within the timelines specified by the employer in accordance with the terms.
- d) The Key Personnel required for this assignment whose details shall be submitted with the REoI shall be as follows:

S. No.	Position
1	Team leader cum Monitoring and Evaluation Specialist
2	Five number of Technical Experts

- e) The Key Personnel required for the assignment with desirable qualifications are:

Positions	Educational Qualification	Experience
Team leader cum Monitoring and Evaluation Specialist (1 Position)	Post Graduate of Civil Engineering/Public Health Engineering	<ul style="list-style-type: none"> Experience of 10 years in urban infrastructure projects with experience as Team Leader/Deputy Team leader. Experience in the sectors of Public health engineering and water supply will be given higher weightage.

Positions	Educational Qualification	Experience
		<ul style="list-style-type: none"> • Experience in formulating and maintaining databases for development, quality and quantity aspects and implementation. • Experience in Evaluation of infrastructure/flagships programmes of Gol/externally aided projects/mission mode projects. • Experience in financial analysis of projects and programmes • Experience in evaluation of design drawings
Technical Experts (5 positions)	Bachelors in Civil Engineering/Public Health Engineering	<ul style="list-style-type: none"> • Experience of 5 years of implementation/monitoring/project management in the sectors of public health engineering and water supply Experience in financial analysis of infrastructure projects and • Experience in evaluation of design drawings • Experience in Monitoring and evaluation of Service Level Benchmarks for Urban Projects will be an advantage.

3 Criteria for Evaluation

This section provides the details of evaluation process. The Applications will be evaluated on the basis of the following parameters:

3.1 Financial Capacity of the Applicant

- a) The Applicant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs. (INR) 5 (five) Crore from consultancy business during the last three (3) financial years (2013-14, 2014-15 and 2015-16).
- b) The Applicant shall enclose with its Application, certificate(s) from its Statutory Auditors stating its total revenues from professional fees and Net profit (from consultancy business) during each of the past three financial years and in the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant

3.2 Technical Capacity of the Applicant

The Applicant shall over the past 10 (ten) years preceding the Proposal submission due date shall demonstrate experience in the following assignments:

S. No.	Criteria
1	Past experience of the Agency (as a Firm) <ol style="list-style-type: none"> i. Minimum Number of years of experience should be 5 years. ii. Experience in planning, implementation and Monitoring and Evaluation of urban infrastructure projects in the sectors of water supply and public health engineering with minimum project cost of Rs. 10 Cr. iii. Experience in implementation/execution and monitoring/ evaluation of projects in urban sector
2	Qualification and Experience of key Personnel

3.3 Evaluation of Applications

- a) This section provides the details of evaluation process. The Applications will be evaluated on the basis of the above indicated financial and technical capacity of the applicant as below:

S. No.	Position	Maximum Marks
1	Financial Strength of the Firm	15
2	Past experience of the Agency (as a Firm)	60
a.	Number of years of experience	20
b.	<ol style="list-style-type: none"> a. Experience in planning, implementation and Monitoring and Evaluation of urban infrastructure projects in the sectors of water supply and public health engineering with minimum projects cost of Rs. 10 Cr. b. Experience in implementation and monitoring/ evaluation of projects in urban Sector c. A maximum of 15 assignments can be reported 	40
3	Qualification and Experience of Key Personnel.	25
Total		100

- b) The minimum score for shortlisting of the Applicants (firm) is 50 marks out of 100. However, out of the Applicants (firm) securing 50 marks or more, fifteen (15) top scoring Applicants (firm) shall be shortlisted and the RFP documents be issued to those shortlisted Applicants (Firm).
- c) The RfP will be issued to shortlisted firms for selection on Quality and Cost Based System (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 Shortlisting Process. Notwithstanding anything contrary to the contents of this REOI, MoHUA shall reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant or a member of a Consortium has, directly or indirectly, or through an agent, has engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the “Prohibited Practices”) in the Shortlisting Process.
- 4.2 Without prejudice to the rights of MoHUA under Clause 4.1 hereinabove, if an Applicant or Agency, as the case may be, is found by the MoHUA to have directly or indirectly, or through an agent, engaged or indulged in any prohibited practice during the Shortlisting Process, or after the issue of the notification of shortlisting, such Applicant or Agency shall not be eligible to participate in procurement process issued by MoHUA during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by MoHUA to have engaged or indulged in the prohibited practice.
- 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 Shortlisting Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Shortlisting Process or after the issue of the Notification of Shortlisting as the case may be, any person in respect of any matter relating to the empanelment or Notification of Shortlisting, who at any time has been or is a legal, financial or technical consultant/ advisor of MoHUA 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 Shortlisting 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 Shortlisting Process;
 - d. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the MoHUA with the objective of canvassing, lobbying or in any manner

- influencing or attempting to influence the Shortlisting 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 Shortlisting Process.

5 Miscellaneous

- 5.1 The Shortlisting 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 Shortlisting Process.
- 5.2 MoHUA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. Suspend and/or cancel the Shortlisting Process and/or amend and/or supplement the Shortlisting 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 MoHUA 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.
- 5.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases MoHUA, 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.
- 5.4 All documents and other information supplied by MoHUA or submitted by an Applicant shall remain or become, as the case may be, the property of MoHUA. MoHUA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 MoHUA 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 Under Secretary (AMRUT)

Room No 318-C Nirman Bhawan Maulana Azad Road

New Delhi – 110011

Ref: EOI for “Independent Review and Monitoring Agency (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT)

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 Shortlisting for the captioned project.

We are enclosing our Application for Qualification, 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 EOI for **“Independent Review and Monitoring Agency (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT)”** including signing and submission of all documents and providing information / responses to Ministry of Housing and Urban Affairs (“MoHUA”), representing us in all matters before MoHUA, and generally dealing with MoHUA 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 executants(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 the Ministry of Housing and Urban Affairs(MoHUA), Government of India has invited applications from interested parties for EOI for “Independent Review and Monitoring Agency (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT)”

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 MoHUA, 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 MoHUA.

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 of2017

(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 with the required procedure.

Appendix 4: Format for Details of Applicant

“Independent Review and Monitoring Agency (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT)”

Please enter the information requested in the spaces provided. Application from separate firms, or individuals or from consortia are acceptable.

APPLIED FOR< Name of the assignment>.....

I. Basic Information

1. APPLICANT DETAILS

Name of Firm making this application	Parent Company (if applicable)

2. CONTACT PERSON (for this application)

Name	
Organisation	
Address	
Telephone	
Fax	
e-mail	

3. REGISTERED ADDRESS

--

4. YEARS IN BUSINESS AND NATIONALITY

Year of Establishment	Country of Registration

5. EXPERIENCE IN PROJECTS OF A SIMILAR NATURE

List projects in the last ten years (max 10 for each sub-criteria or as indicated) which are similar to that in the EOI is in Appendix 6. The limit of maximum number of projects applies to each category separately.

6. TOTAL TURNOVER AND NET PROFIT

The organization's Total annual turnover for the last three financial years is as follows:

Name of Firm	FY 2013-14	FY 2014-15	FY 2015-16	Average*

The organization's Net Profit for the last three financial years is as follows:

Name of Firm	FY 2013-14	FY 2014-15	FY 2015-16	Average*

7. Registration Number of the Firm (attach true copy of registration certificate)
8. Service Tax Registration Number (attach true copy)
9. Are you presently debarred / Black listed by any Government Department / Public Sector Undertaking / Any Employer? (If Yes, please furnished details)
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:

S. No.	Name of Member	Role (Specify Lead Member Other Member)
1		
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 Shortlisting, it is proved that the information furnished by us is wrong, MoHUA 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

Place

Name _____

Designation

Tel No.

Mobile No.

E Mail ID

Seal/Stamp of the Firm

Appendix 5: Format for Financial Capability of the Applicant

(Equivalent in Rs. crores)

Applicant#	Annual Turnover (from consultancy business)				
	FY 2013-14	FY 2014-15	FY 2015-16	Total	Average*
Sole Applicant					
	OR				
Lead Member of Consortium					
Certificate from the Statutory Auditor					
This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of consultancy fees.					
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 be considered.

Appendix 5A: Format for Financial Capability of the Applicant

(Equivalent in Rs. crores)

Applicant#	Net profit (from consultancy business)				
	2013-14	2014-15	2015-16	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 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 be considered.

Appendix 6: Format for Past Experience of the Applicant

Category No.	Criteria ⁶	No. Of Projects
	Experience in planning, implementation and Monitoring and Evaluation of urban infrastructure projects in the sectors of water supply and public health engineering with minimum project cost of Rs. 10 Cr.	
	Experience in implementation and monitoring evaluation of projects in urban sector	

⁶ A copy work order and agreement showing the details of the scope of work along with proof of submission of final report/draft final report to be submitted with this Application. Substantially completed shall be considered in case the Applicant has completed Draft Final Report. MoHUA may seek clarifications, if required, as per Clause 2.19

Appendix 6A: Format of Assignment Details of the Applicant

Past Experience in similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants or similar at government levels (Central/ State/ Municipal), in last 10 years, with minimum value of consultancy of Rs Ten (10) Cr

Assignment name:	Approx. Value of the contract (in current INR):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. Value of the services provided by your firm under the contract (in INR):
Start date (month/year):	No. of professional staff-months provided by associated Consultants:
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 Key Personnel

Sl. No.	Name of the Position	Name of the expert	Qualification	Experience
	Team leader			
	Technical expert 1			
	Technical expert 2			
	Technical expert 3			
	Technical expert 4			
	Technical expert 5			

{day/month/year}

Name of authorized

Signature

Date

Representative of the Agency

(the same who signs the Proposal)

Appendix 8: 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 Shortlisting / selection Process

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 9: 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 _____ 2017 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 Housing and Urban Affairs(“MoHUA”), has invited Request for Expression of Interest (REOI) from entities interested for **EOI for “Independent Review and Monitoring Agency (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT)”**, (“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: