



 <p>उत्तर प्रदेश ब्रज तीर्थ विकास परिषद सांस्कृतिक धरोहर की पुनर्निष्ठा</p>	<p><b>UTTAR PRADESH BRAJTEERTH VIKAS PARISHAD</b> 32 Civil Lines, Mathura 281004 U.P. website :<a href="http://www.upbtvp.in">www.upbtvp.in</a>, email : <a href="mailto:ceo.upbtvp@gmail.com">ceo.upbtvp@gmail.com</a> Tel : +91-565-2470190</p>
<p style="text-align: center;"><b>EXPRESSION OF INTEREST</b></p> <p><b>Expression of Interest (EOI) for Appointment of CSQC Consultant for Monitoring and supervision of Works undertaken by Uttar Pradesh Braj Teerth Vikas Parishad in Mathura, Uttar Pradesh</b></p> <p><b>Reference No : _546 / UPBTVP / 2018-19</b> <span style="float: right;"><b>Date : 06.11.2018</b></span></p>	
<p>UP BrajTeerth Vikas Parishad invites Expression of Interest (EOI) from qualified and experienced Individuals / Experts for above. The detailed EOI document can be downloaded from <a href="http://www.upbtvp.org">www.upbtvp.org</a></p> <p>Interested Bidders eligible as per qualification criteria may submit their Proposal in a sealed Envelope Containing two sealed Envelope for Technical &amp; Financial Bid separately upto 16<sup>th</sup> Nov 2018 by 1400 Hrs</p> <p>For any other information, you can email at : <a href="mailto:ceo.upbtvp@gmail.com">ceo.upbtvp@gmail.com</a></p> <p><b>(Chief Executive Officer)</b></p>	

## **DISCLAIMER**

The information contained in this Expression of Interest document ("**EOI**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Parishad or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement or an offer by the Parishad to the prospective Applicants or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by the Parishad in relation to the Agency.

Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EOI may not be appropriate for all persons, and it is not possible for the Parishad, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Parishad accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Parishad also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EOI. The Parishad may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

The issue of this EOI does not imply that the Parishad is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Parishad reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Parishad or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Parishad shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**CRITICAL INFORMATION AND IMPORTANT DATES**

- UP BrajTeerth Vikas Parishad invites bidders to submit their technical & financial offer to participate in this “Expression of Interest (EOI) for Appointment of Consultant for preparation of Braj development Plan for Braj region.
- Bidder are advised to study this EOI document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications
- All communications related to this EOI including the submission of the Proposal in hardcopy shall be addressed to:  
**Finance Officer,**  
UP BrajTeerth Vikas Parishad  
32 Civil Lines  
Mathura 281001  
Uttar Pradesh, India  
Email: ceo.upbtvp@gmail.com
- Chief Executive Officer, Parishad decision will be full and final in all cases.

Last date for submission of EOI is 16.11.2018, 1400hrs.

**Important-Note**

**Dear Participants,**

It is to inform you that all tenders you will be quoting for are the **visionary projects of our honorable chief minister himself**. Therefore, I urge you all to understand the gravity of the project we will be working on. There will be no compromise on either the quality of the work or the timeframe given for it to be completed. It is must that we strive for the above mentioned following all the norms and standards defined in the tender document.

It is my humble request that you all go through the provisions and standards before quoting your rates. Understanding the importance of these tenders of Uttar Pradesh Braj Teerth Vikas Parishad is of utmost necessity. Endeavour to succeed together is what I hope for. **The lowest bidder will not only prove his worth but must also seek excellence.**

Good wishes to all participants

**Chief Executive Officer**  
UPBTVP., Mathura

**UTTAR PRADESH BRAJ TEERTH VIKAS PARISHAD**

**Expression of interest for selection of Construction Supervision and Quality Control (CSQC) Consultants at UPBTVP through e-tendering mode**

UPBTVP has assigned Mathura Vrindavan Development Authority as Executing Party for their various projects in Braj area.

To ensure timely and proper implementation and construction of various buildings and other infrastructure in accordance with standards, codes and specifications, UPBTVP requires services of well-qualified and professional project management firms, which can act as its construction supervision and quality control consultants/project management consultants.

Accordingly, RFP under two bid systems (Technical and Financial) are invited from reputed project management consultant firms to be empanelled as CSQC consultants under different categories.

Detailed scope of work, eligibility and qualification criteria, bidding procedure, selection procedure, payment mechanism and other relevant details can be referred from the detailed bidding document available for download on website of UPBTVP.

**Bid Document Fee:** In addition to Bid Security, a bid document fee of Rs 10,000 (Rupees Ten Thousand only) in the form of Demand Draft from any commercial bank in favour of "Uttar Pradesh Braj Teerth Vikas Parishad." should also accompany the Proposal. Bid fee is non-refundable.

4. The tender schedule is as below:

S.No	Details	Important Dates
1	ISSUE OF BID DOCUMENT	06.11.2018
4	EOI SUBMISSION	16.11.2018 @ 1400hrs
5	DATE OF OPENING OF TENDER DOCUMENT	16.11.2018 @ 1500 Hrs
6	OPENING OF FINANCIAL BID (ONLY FOR SUCCESSFUL QUALIFIER AFTER EVALUATION)	To be informed

5. CEO, UPBTVP reserves the right to amend or change any of the condition of this RFP, to cancel this RFP, and to reject any or all of the applications without assigning any reason.

## **1. Introduction**

- 1.1 UPBTVP has assigned Mathura Vrindavan Development Authority as Executing Party for their various projects in Braj area.

To ensure timely and proper implementation and construction of various buildings and other infrastructure in accordance with standards, codes and specifications, UPBTVP requires services of well-qualified and professional project management firms, which can act as its construction supervision and quality control consultants/project management consultants.

## **2. Request for Proposal**

- 2.1 The Parishad has decided to empanel agencies for Construction Supervision and Quality Control Services along with construction management of the development works undertaken by the Parishad which will help this Parishad in streamlining, expediting and strengthening its functions.
- 2.2 Therefore, UPBTVP invites Expression of Interest for CSQC services from qualified, experienced, competent and financially sound consultants for selection on various construction projects undertaken by UPBTVP. The selection shall be for projects to be undertaken over next three years
- 2.3 The UPBTVP intends to empanel CSQC consultants for all projects undertaken for development at Mathura

### **3. Scope of Work**

#### **3.1 Broad Scope of Work for Supervision and Quality Control Consultant:**

- (a) The Supervision and Quality Control Consultant shall be responsible for entire project quality management including execution & implementation of works at site, taking measurements preparation/checking and certifying contractor's bills and coordination with the appointed consultants and handing over the completed works of UPBTVP or its designated agencies on its completion.
- (b) Day to day supervision of execution of construction works at site through contractors, quality control, taking measurements, preparation and certifying and finalizing the bill of contracts, handing over completed works to designated agencies.
- (c) Running Account bill will be prepared each month (irrespective of the size of the project) by CSQC and will be submitted to UPBTVP as per the prescribed procedure for payment and necessary action.
- (d) The Supervision and Quality Control Consultant shall also carry out a scrutiny/technical audit of the reports, drawing, designs, estimates, such as site survey, evaluation and analysis including soil investigation, Structural design, design of internal and external services, Sanitary, plumbing, drainage, water supply and sewerage internal roads, electrification works etc, as the case may be.
- (e) The Supervision and Quality Control Consultant shall be fully responsible for quality and quantity of work/execution of work.

#### **3.2 Detailed Scope of Work.**

- a. Coordination with respect to the Architectural and engineering designs prepared by the consultant, regarding its implementation, project planning & site data collection etc.
- b. Prepare detailed PERT/CPM charts analysis of various project related activities with reference to time frame, resource allocation & scheduling etc using latest techniques including developing MIS and software for approval.
- c. The Supervision and Quality Control Consultant shall develop a Project Schedule that coordinate and integrates the design efforts/schedule with construction schedules; update the project schedule incorporating a detailed schedule for all activities of the project
- d. The Supervision and Quality Control Consultant shall exercise perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence and also ensure that the works are executed at site strictly as per the approval granted by UPBTVP / concerned local authorities, the terms and conditions of the Contract Agreement entered between UPBTVP and the respective contractors within the given time frame & budget provisions.

- e. Cropping up of Extra items/substituted items and deviations should strictly be avoided. However, in unavoidable circumstances extra items/ substituted items , deviation the necessary statement duly supported by justification and analysis of rates shall be submitted by the Project Management Consultants as per formats approved by UPBTVP along with Consultant's recommendations for extra/substituted items. The Supervision and Quality control Consultant should ensure that the case is put up for UPBTVP's approval early enough so that in no case construction work suffers on his account. As regards grant of time extension cases, prior approval of UPBTVP should be obtained.
- f. Complete day to day supervision of contracted building and development work ensuring quality management in accordance with tender stipulations, specifications drawing and site conditions. The quality management will be exercised at all stage of construction, viz approval of materials, inspect on of equipment, usage thereof in proper proportions and workmanship at all stage of execution of individual items of work.
- g. Ensure proper establishment of field laboratories/quality control equipment on site by the contractor to conduct test on materials/mixes being used for construction such as cement, steel, bricks, mortars, concretes etc. Essential gauges, instrument etc. should be calibrated periodically. The Supervision and Quality Control consultant shall maintain necessary site records and obtain data in support of the same. They shall carry out field and laboratory tests as and when required on materials of construction as well as partially or completely erected structures etc. and maintain adequate records thereof.
- h. Suggesting modifications, if any due to site conditions and submit the recommendations along with cost variations on account of the same to UPBTVP for approval.
- i. Ensure regular and timely flow of working drawing/instructions so as to complete the works without any delay on account of the same.
- j. Verification and recommendation for payment by UPBTVP of contractor's periodic or stage wise bills for the work done and material/plant advance recording joint measurement of work and certificate of the bills that the Work is in accordance with the design, quality etc. and maintain necessary site computerized measurement records and other site records which are made available to UPBTVP for verification/authentication if required by UPBTVP.
- k. Monitoring progress by using modern methods of control such as computerized PERT/CPM, submission of progress reports of work executed monthly. Both financial and physical progress reports with reference to prefixed target will be prepared in the approved MIS. Constant review of progress within present time and cost parameters will have to be done. The consultant will have to suggest improvements from time to time. Consultants shall inform UPBTVP of the progress of the project vis-à-vis PERT/CPM control on a fortnightly basis.
- l. Co-ordination with other contracting agencies, the agencies like UP State Electricity Board, other local authorities, etc. which may be expected to working in the same area.

- m. In case certain additional works are required to be carried out for obtaining approval of statutory bodies or to make the completed works/areas operational. Project Manager, on obtaining the approval from UPBTVP shall ensure the completion of the same before handing over the said completed works to UPBTVP, or to its appointed maintenance agency or to allottee/occupant authorized by UPBTVP.
- n. The Supervision and Quality Control Consultant shall keep UPBTVP apprised of any delays, keep a hindrance register indicating all details of all such delays which will also be furnished with recommendation for approval of UPBTVP for grant of extension of time by UPBTVP to contractors.
- o. Obtain and submit all the records from the consultant and the records of any changes made in the works during the progress of works and submit adequate number of completion reports and completion drawings for the project, prepared by the contractor/consultant incorporating all such changes, duly authenticated as required for obtaining "Completion/Occupancy certificate" from statutory authorities, wherever required.
- p. Obtain certification and submit "As Built Drawing" prepared by the contractor at an appropriate scale indicating the details of building, structure and services duly authenticating and supply 8 set of as Built/ completion drawing to UPBTVP and also hand over the originals of the completed drawings.
- q. Verification of work on its completion and issuing completion certificates for the completed works, so as to enable UPBTVP to record completion of the works.
- r. Verification by taking and recording joint measurements with the appointed supervision and quality control consultants, of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and condition of the contract agreement for release of final payment by UPBTVP and attend to the observations/ queries raised while processing the same for payments by UPBTVP.
- s. Supervision and Quality Control Consultants shall also submit necessary information as required by UPBTVP for finalization of accounts and commits to continue till the accounts are finalized at agreed upon terms.
- t. The completed works shall be certified by the Supervision and Quality Control Consultants along with the necessary documentation in predetermined phase before handing over of the projects, to the UPBTVP. Consultant shall also promptly attend to any defects/ deficiency noticed in the completed works within the scope of work of execution by UPBTVP without demur.



### 3.3 Reports and MIS

- a. The consultant will prepare and submit the following reports to the Employer on the format prepared by the consultants and as approved by the Employer

S.N.	Report	Frequency	Due date/time	No. of copies
1	Inception Report	One time	15 days after commencement of services	3
2	Progress Report	Twice in Month	By 07 <sup>th</sup> of each month & 21 <sup>st</sup> of each month	3
3	Final Report	One time	Within 15 days of completion of project/work	5

- b. UPBTVP is in the process of establishing a project management MIS, and once that is established, project monitoring, reporting and quality inspection etc will be done through MIS. Obviously, CSQC consultants would be required to follow the prescribed MIS for all required purposes.

### 4. Manpower Deployment

- 4.1 The following would be the requirement of technical and managerial manpower, which will be deployed by CSQC agency for project management and supervision work:

Manpower to be deployed for different size of projects								
		A	B	C	D		E	F
Type of Personnel	Required qualification and experience	200 Cr. & above	50 to 200 Cr.	30 to 50 Cr.	5 to 30 Cr.		Upto 5 Cr.	R&M of any amount
					D1	D2		
					10 to 30 Cr.	5 to 10 Cr.		
Project Manager	Degree in Civil Engg.+15 year of exp.	1	0	0	0	0	0	0
Sr. Project Engineer	Degree/Diploma in Civil Engg.+10 year of exp.	0	1	0	0	0	0	0
Architect	B.Arch.+5 year of exp.	½	½	½	½	¼	¼	0
Electrical Engineer	Degree/Diploma in Electrical+3 year sof exp.	½	½	½	1/3	¼	¼	¼
Project Engineer	Degree/Diploma in Civil Engg.+5 years of exp.	1	1	1	½	1/3	¼	0

4.2 For projects which require manpower in fractions, manpower deployment can be clubbed for more than one project, or the deployment can be for limited duration, to make it feasible and economical.

4.3 For ease of deployment, consultants would generally be allotted projects in contiguous areas/districts, so that logistical arrangement and movement of manpower is facilitated.

## 5. Eligibility Criteria

### Common Criteria

The agency must be an individual entity (**Joint ventures not allowed**) having experience in similar field for not less than 05 years as on March 2018. Information about the organization along with names & details of various Technical & supporting personnel, Key personnel with their qualifications & experience to be furnished along with RFP, in relevant formats indicated subsequently in the document.

#### 5.2 Category wise criteria:-

The qualification criteria for selection as CSQC Consultant for different group are as follows:-

Category of CSQC	QUALIFICATION CRITERIA				
Criteria					
Turnover (Average annual turnover of last 3 year ie. 2014-15 to 2016-17)	3 Crores				
Profit and Loss in last three years ending on 31.03.2017	Should not be loss in any year				
Previous experience of completing CSQC work during last three years ending on 31.03.2017, totaling to	3 works of at least Rs. 40 Cr. Each or				
	2 works of at least Rs. 60 Cr. Each or				
	1 work of at least Rs. 90 Cr.				
Latest Bank Solvency Certificate from a scheduled bank (to be submitted with bid)	Rs. 1 Cr.				

“**Similar Work**” shall mean construction management, supervision and quality control services for hospital building, high rise residential, institutional, commercial, office buildings with RCC framed structures with finishing’s including public health engineering, electrical/HVAC works and its associated works. The similar nature work value will be index @ 10% per year to bring it at current year level.

## 6. Selection Mechanism

6.1 The applicants fulfilling the above eligibility criteria and found successful in technical evaluation and then accepting and granting their consent on the financial quotes and other terms and condition of this RFP/contract, as stated by UPBTVP, will be empanelled as Construction Supervision and Quality Control Consultants.

6.2 Consultants can apply for all the six categories, if they fulfill the eligibility criteria.

- 6.3 In each category, one or more consultants shall be empanelled, and one consultant can be empaneled for more than one category
- 6.4 The selection will follow a three stage process, as detailed in para 13. The eligible applicants shall be technically evaluated, and financial bids of only those consultants shall be opened who qualify the technical evaluation as described in para 13 below.
- 6.5 The rates for consultancy charges will be defined mainly on the basis of (lowest) financial quote. Only one rate will be finalized for each of the 6 category of projects (as given in Financial quote form on e-proc website. In case of discrepancy or vagueness or impractical rates found in financial quote, the same may be rejected by UPBTVP and a suitable, logical and fair method may be adopted for deciding rates.
- 6.6 However, for the purpose of selection and to have a sufficiently large pool of consultants, other technically qualified bidders may be given an opportunity of matching the rates so finalized. Such consultants who agree to match the rates may be given an offer of being on empaneled list of consultants of UPBTVP for CSQC work. However, UPBTVP reserves the right not to extend this offer/opportunity to other qualified bidders. UPBTVP also reserve the right to extend this offer to any/other qualified consultants in future on the basis of a fair selection mechanism.
- 6.7 Further, being empanelled does not guarantee award of CSQC work to any of the consultants. The award of work would be the sole discretion of UPBTVP.
- 6.8 However, UPBTVP reserves the right to accept or reject any or all tenders and can sought clarification / verification in regard to any information submitted / required by UPBTVP in the selection process.

## **7. Period of Selection**

The selection will be made for a period of two Year or the duration of the project whichever is less which may be extended based on requirement/performance within which projects taken up by UPBTVP will be covered under the agreed rates for the services as per the scope of work. UPBTVP reserves the right to reduce this period or end the selection and invite fresh bids at any duration within the period of selection.

## **8. Commitments of UPBTVP**

The Parishad will provide leadership support, including according administrative and financial approvals as and when required. The Parishad will also provide necessary leadership inputs to ensure coordination among the various agencies working with it.

## **9. Payment Basis, Mechanism and Penalties**

- 9.1 The payment of fee to be made to CSQC consultants would be based on their performance and progress made on projects. The fee to the CSQC consultant will be linked with the payment of the projects i.e. the agreed fee will be paid to CSQC consultant on basis of payment made to the contractor for concerned project on monthly basis.
- 9.2 Maximum Payment to CSQC Consultants as per the Tender amount to the Contractor or the final payment to Contractor only, whichever is less. Note, In total amount, no other expenses like GST, Labour cess, contingencies amount, Architect fees extra to be added. Only Contractor

payment excluding the items mentioned above is calculated for the payment to CSQC Consultants.

- 9.3 UPBTVP shall not be responsible for providing any financial support except above mentioned fee. Any other expenditure like travelling, staying, communication, boarding and lodging etc. for the consulting team stationed at Project Site/other places shall have to be borne by the CSQC agency itself.

## 10. Procedure for submitting the proposals

- 10.1 The proposals are required to be submitted in two separate part online as follows:

**Part-A: Technical Proposal:** This will be submitted in Form T, and other accompanying forms, being Forms I to VIII. This will contain (a) a write up detailing the profile of the agency with details of ongoing and completed projects of similar nature with cost, contact details of the clients for the assignments undertaken, (b) the curriculum vitae of the key personnel proposed to be assigned for the project and (c) a write up on the manner in which the agency proposes to carry out the assignment.

Note-: Certificates issued by not less than post of executive engineer in support of ongoing and completed projects is mandatory.

Part-B: Financial proposal: This is to be submitted online as per uploaded format on e-proc website.

Note-: No tax exemption of any kind shall be provided by the State Government. The Applicant has to factor this component while preparing the financial proposal.

- 10.2 The Parishad shall not be responsible for slow website. Hence bidders are advise to upload their proposal well in advance of last date and time.

## 11. Proposal Submission Templates/Forms

- 11.1 The technical proposal shall be submitted physically and uploaded electronically. An authorized representative of the firm should initial all pages of the proposal submitted in hard copy. The representative authorization is confirmed by a written power of attorney accompanying the proposals. The scanned copies of DD of cost of RFP and EMD and scanned copy of original technical proposal must be uploaded online on or before the time and date stated in the NIT. All submission shall be in PDF (Portable document format).
- 11.2 The Financial proposal should only be submitted online. In no case its hard copy be submitted to the office of UPBTVP. The financial proposal is to be prepared in the format which is uploaded as price bid format.

## 12. Evaluation Procedure

12.1 The proposals shall be evaluated by an Evaluation Committee headed by the Chief General Manager/General Manager of the Parishad, to be constituted for the purpose.

12.2 **Step – I:** The agency's credentials as per the eligibility criteria mentioned hereinabove shall be first assessed to check the eligibility of Agency. Only those firms found to be eligible in all respect will be evaluated for subsequent stages.

12.3 **Step - II:** Assessment of capacity and experience on the basis of eligibility criteria and documentary evidence submitted: The technical proposal shall be evaluated and marks will be assigned on the basis of documentary proof provided therein. The parameters and the marks to be assigned will be as follows:-

The firm shall be weighted on the basis of 100 marks assigned for the credentials (Technical and Financial Capabilities) will be as follows:-

- A. Average annual turnover in last Three years-**Maximum 30 marks**
  - i. 60% marks shall be given if applicant firm fulfills minimum qualifying criteria.
  - ii. 100% marks shall be given if applicants firm fulfills twice the minimum qualifying criteria)
  - iii. In between i and ii on pro-rata basis
- B. Project Supervised and Completed (Building Work in last Three years)- **Maximum 35 marks.**
  - i. 5 marks will be awarded for each completed Govt./Semi Govt./PSU works, whereas 3 marks will be awarded for each Completed private work subject to maximum 35.
- C. Experience of Technical Person along with Curriculum Vitae-**Maximum 15 marks.**
- D. Experience in the state of UP for Supervision consulting services in building work-**Maximum 10 marks** (2 marks will be awarded for each completed work).
- E. Award and Accreditation- **5 marks** (1 mark for each award and accreditation).
- F. Selection with Govt./Semi Govt./PSU- **maximum 5 marks** (1 mark for each valid selection).

On the basis of aforesaid mentioned selection criteria presently only few CSQC Consultant will be selected for selection. However selection of more CSQC Consultant In future would be at the sole discretion of UPBTVP.

12.4 Qualifying marks for evaluation in to stage III would be 70 out of 100. However, UPBTVP reserves the right to either increase or decrease the qualifying marks, which shall be binding on the bidders.

12.5 Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- i. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.
- ii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc., should be defined.

12.6 **Step - III:** Evaluation of financial Bids: Financial bids of only those bidders who have secured minimum qualifying marks in the technical evaluation stage shall be opened. Only one set of rates shall be selected/finalized by UPBTVP which in general will the lowest rate quoted.

However, in case of discrepancy or vagueness or impractical rates the same may be rejected by UPBTVP and suitable, logical and practical method may be adopted for deciding the rates.

### 13. Other terms and conditions

- 13.1 The tender shall be rejected out right if :
- A. Tender is in the name of person or firm who is not a consulting firm.
  - B. Tender fees and earnest money deposit not received in the time prescribed in the NIT.
  - C. If the consultant has quoted rates with additional condition and counter condition.
  - D. In case of any deviation in the terms of reference, terms and condition of the tender.
  - E. Non submission of affidavit regarding blacklisting/debarment of consulting firm.
  - F. The consulting firm will be treated as technically non responsive if found debarred/blacklisted by Central Government or its PSU's or by any State Government or its PSU. For deciding the cut of date regarding qualification criteria date of tender will be treated as cut of date.
- 13.2 Single Proposal: A firm / legal entity should submit only one proposal. If a firm / legal entity submits or participates in more than one proposal, all such proposals shall be disqualified.
- 13.3 Financial proposals should be valid for the period of selection from the date of submission of the proposal.
- 13.4 **Earnest Money Deposit:** A Bid Security/EMD as given below in the form of Demand Draft from any Schedule bank in favour of **"Uttar Pradesh Braj Teerth Vikas Parishad."** Payable at **Mathura** should accompany the Proposal. Bid Securities of unsuccessful bidders will be returned to them within 30 days of the selection. No interest is payable on the bid security amount. **Bidders applying for more than one category will have to pay the cumulative amount adding the individual EMD amount for each category.**

Category of CSQC	EMD AMOUNT (in form of Nationalized Bank FDR)
EMD/Bid Security	<b>5.0 Lakh (Five lakhs only)</b>

- 13.5 **Bid Document Fee:** In addition to Bid Security, a bid document fee of Rs 10,000 (Rupees Ten Thousand only) in the form of Demand Draft from any commercial bank in favour of "Uttar Pradesh Braj Teerth Vikas Parishad." should also accompany the Proposal. Bid fee is non-refundable.
- 13.6 The bid validity period of this RFP shall be 120 days from the date of tender. During bid validity period the bidder is not allowed to take back his bid. However, if bidder wishes to withdraw from bid during bid validity period his EMD will be forfeited and concerned firm will be debarred from participation in any of the bid of UPBTVP for next three years.
- 13.7 The RFP document can be downloaded online from the e-procurement website and cost of RFP document should be submitted to UPBTVP along with technical document and EMD in a sealed envelop on or before stipulated time.

- 13.8 The tender fee (the amount appears on the website) should be paid online to e-proc.
- 13.9 In case of tender is not decided within the bid validity period UPBTVP may request to extend the bid validity period for further 120 days. In that case bidder may extend or refuse to extend the bid validity period.
- 13.10 The Parishad reserves the right to accept or reject one or all applications without giving any explanation OR re-evaluating some or all proposals, should any evaluated bid may be found to be non-responsive at a later stage.

#### **14. Termination**

##### **14.1 Termination for defaults**

14.1.1. The UPBTVP may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, debar/terminate the agreement in whole or in part/blacklist :-

a) If the CSQC Consultant fails to deliver any or all of the services within the time period(s) specified in

the agreement or any extension thereof granted by the UPBTVP in writing.

b) If the CSQC Consultant fails to perform any other obligations under the agreement. Or

c) If the CSQC Consultant fails in either of the above circumstances, do not cure its failure within a period of fifteen (15) days after receipt of the default notice from the UPBTVP or any such extensions allowed from time to time under the circumstances that appear reasonable until a conclusion is arrived at that the CSQC Consultant has abandoned the project which connotation shall be construed mean a defined under the prevalent contract laws.

d) If the CSQC Consultant refuses to accept and perform the services given by the UPBTVP.

e) In the event of the failure on the part of the CSQC Consultant to complete his work or the UPBTVP to give their approval and / or make payments within the time specified in the time schedule or in the event of either of the parties committing a breach of any one or more of the terms and conditions of the agreement, the aggrieved party shall be entitled to rescind this agreement without prejudice to its rights to claim damages or remedies under the law. The period of notice to be given to rescind the contract will be 10 days. No payment except those which have already been made or which may become payable against the works already submitted as on the date of notice.

f) In the event the UPBTVP terminates the agreement in whole or in part, UPBTVP may get the services done, upon such terms and in such manner as it deems appropriate similar to those not rendered with and all payments due to the CSQC Consultant up to that stage shall be liable to be forfeited. The UPBTVP shall be at liberty to claim excess cost of such services, cost escalation and any other resulting damages by means of appropriate civil actions. However, the CSQC Consultant shall continue performance of the agreement if not terminated.

14.2 The agreement shall be governed by The Indian laws in force from time to time and the courts at Mathura shall alone have exclusive jurisdiction to entertain and try and or all matters arising out of this agreement.

##### **14.3 Termination for insolvency**

14.3.1 The UPBTVP may at time terminate the agreement by giving written notice to the CSQC

Consultant without compensation to the CSQC Consultant, if the CSQC Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the UPBTVP.

- 14.3.2 The CSQC Consultant shall not make any deviation, alteration or omission from the approved drawings, involving financial implication without prior consent of UPBTVP.
- 14.3.3 The CSQC Consultant shall make necessary revisions as may be required by UPBTVP in the in the BOQ and other documents submitted by Architect Consultant.
- 14.3.4 No change shall be made in approved drawings and specifications at site without the consent of the CSQC Consultant /UPBTVP.
- 14.3.5 The UPBTVP shall have the liberty to postpone or not to execute any work and the CSQC Consultant shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the CSQC Consultant up to the stage of services already made.
- 14.3.6 The agreement shall be governed by the Indian laws in force from time to time and the courts at Mathura shall alone have exclusive jurisdiction to entertain and try any or all matters arising out of this agreement.
- 14.3.7 Any disputes or differences in connection with the agreement shall be to the extent possible, settled amicably between the parties. If it cannot be reached then all disputed issues shall be settled by arbitration as proposed hereafter.

## **15. Force Majeure Clause**

UPBTVP will not be responsible for any delay / stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. and losses suffered, if any, by the CSQC Consultant on this account. UPBTVP shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by UPBTVP to the CSQC Consultant.

## **16. ARBITRATION**

In the event of any question, dispute and or difference whatsoever arising under the agreement or in connection there-with including any question relating to existence, meaning and interpretation of this agreement any alleged breach thereof, the same shall be settled as far as possible by mutual discussions and consultation between CSQC Consultant and UPBTVP with reference to and in context of the agreement failing which the same will be referred to the sole Arbitration of any arbitrator appointed by the Chief engineer, UPBTVP, whose decision shall be final and binding on both the parties. Subject to as aforesaid, the Arbitration and Conciliation Act, 1996 and rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitrator proceedings under these para's. It is clearly agreed that in every case where any appointee arbitrator refuses or vacates his office or neglect or refuses to act or become incapable of acting or dies, the vacancy shall be supplied by the Chief engineer, UPBTVP as aforesaid.

16.1 That the Second Party expressly agrees that during the term thereof, he will not be interested, directly or indirectly, in any form fashion or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, with any other institution or organisation or person which indirectly or indirectly impinges upon and sub serves the interest of the First Party. Revisions in the drawings and other documents once approved required to be made by UPBTVP shall be compensated as additional services rendered by the CSQC Consultant.

16.2 That the Second Party shall not at any time, in any fashion, form or manner, either directly or indirectly divulge, disclose or communicate to any person, firm, Parishad, institution or organization in



any manner whatsoever any information of any kind, nature, or description concerning a matter affecting or relating to the work/ project of the First Party of any nature except as provided and required under the law of the land or when interest of the Second Party so requires or with written permission of the First Party. This clause shall be applicable even after completion/ termination of the contract.

16.3 That the Second Party shall not make any commitment or contracts on behalf of the First Party to any person, institution or organisation without the written consent and permission thereof and if a same is done without any consent and permission, the Second Party shall solely be responsible for such commitments and contracts and the First Party shall have no concern whatsoever.

This agreement will be deemed to have been executed in Mathura and Courts in Mathura alone will have the jurisdiction to entertain any matter arising out of this agreement.

In witness whereof this agreement has been executed between the parties hereto by their authorized officers in duplicate the day and the year first above written.

**Form T**

**Letter of Technical Submission**

To,

Chief Executive Officer,  
Uttar Pradesh Braj Teerth Vikas Parishad.  
30, Civil Lines, Mathura - 800 001

**Sub: - Submission of Proposal for selection of Construction Supervision and Quality Control Consultants for Category.....**

Sir,

We, the undersigned, offer to provide the " Construction Supervision and Quality Control Consultancy" services to Uttar Pradesh Braj Teerth Vikas Parishad in accordance with your RFP dated 01.11.2018 We are hereby submitting our Proposal, which includes Technical Proposal and Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification as well as forfeiture of the bid security amount.

The prices quoted by us in the Financial Proposal (Form F) are valid till the selection period from the date of submission of the tender. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that the UPBTVP is not bound to accept the lowest financial bid or any proposal or to give any reason for award, or for the rejection of any proposal.

We confirm that we have the authority of..... *[Insert Name of the Agency/Firm]* to submit the proposal and to negotiate on its behalf

Yours Faithfully,

[Signature and Details of the Authorised Representative]

## ORGANISATION STRUCTURE OF THE CONSULTANT / CREDENTIALS

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### A. Firm Details:

1. Name of the Firm:

2. Year of Establishment:

3. Legal status of the Firm

a. Individual

b. Proprietary firm

c. A firm in partnership

d. A limited Company or Parishad

4. Narrative description of the Firm: Please specify the field of services i.e. Project Management, Supervision, Quality Control, etc, in which it is specialized.

5. Office Address /Telephone No / Fax No / email id / website:

6. In case of change of Name of the Firm, former Name / Names and year/ years of establishment:

7. Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.

8. Has the applicant or any constituent partner ever abandoned a consultancy job.

9. Has the applicant or any constituent partner ever debarred from taking up work in Govt. Directorates and Undertakings .

### B. Details of the Team (enclose curriculum vitae of key resources).

Total No. of Technical Staffs

i. Project Managers (BE Civil + 15 years experience)

ii. Sr. Project Engineer (BE Civil / Diploma + 10 years experience)

iii. Project Engineers (BE Civil/ Diploma + 5 years experience)

iv. Electrical Engineer (BE/Diploma in Electrical+ 3 years experience)

v. Mechanical Engineer / HVAC (BE + 3 years experience)

10. Has the applicant or any partner in case of partnership firm, ever abandoned the awarded project before its completion? If so, give name of the project and reasons for abandonment.

12. Details of Softwares and Hardwares available:

Signature of Authorized Representative with Seal:

(Please furnish letter of authorization)

**DETAILS OF SIMILAR CONSULTANCY SERVICES / WORKS COMPLETED DURING THE LAST THREE YEARS**

Sl No	Name of Project	Name of Central / State / Govt., under taking / institution/local body or Authority	Cost of Completed Work Rs - Lakhs	Built up Area	Date of commencement	Date of completion	Name, address and Contact details of person / officer to whom reference can be made

Note:

□

**Firm's references with best illustrative qualification should be enclosed for each of the above projects only.**

Signature of Authorized Representative with Seal:

## FIRMS ANNUAL FINANCIAL TURNOVER

1. Gross Annual Financial Turnover (by way of Professional receipt/in terms of consultancy fee received) for the past three years.

2. Details of Income tax

a. Permanent Account No

b. Details of last three years' Income tax return

Assmt. Year			
Date of filing			

Assessment status

Details of professional receipts

Financial Year	Professional Receipt/Consultancy Fees received (Rs. Lacs)
2014-15	
2015-16	
2016-17	

Average Turn Over

\*The previous year turn over will be index @ 10% per year to bring the value at current year level.

Signature of Statutory Auditor

Name:

Seal & Registration Number:

Signature of Authorized Representative

Name:

Seal:

**Form -IV**

**DETAILS OF IN HOUSE KEY PERSONNEL OF THE CONSULTANT**

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(A) Details of in house Key personnel

Sl.No	Name	Qualificati on	Position held	Date & Years with the Applicant Firm*	Experience of the person (in No. of Years)	His expertise
1						
2						
3						
4						
5						

Note:

\*Less than one year service with the applicant will not be taken into account.

Signature of Authorized Representative with Seal:

## FIRM'S REFERENCES

(Relevant Services Carried Out in the Last Three Years which Best Illustrate Qualifications)

**(In support of Form –III)**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually or as a Lead Consultant was legally contracted (add additional sheets if necessary).	
Assignment Name:	
Location:	No. of Key Professional Staff Provided by Your Firm:
Name of Client & Address:	Duration of assignment: Start Date. Completion date.
Approx. Value of Services (in INR):	
Role of the Firm whether Lead or Associates :	Name of Associated Consultants / Sub-Consultants, if any:

Name of Key Professional Staff (Project Director/Coordinator, Team Leader) involved and functions performed from the Firm:

Narrative Description of Project (clearly what services were rendered by the Firm in this Project):

Description of Actual Services Provided by your Key Professional :

**(Certificate from Employer / client regarding experience should be furnished)**

Signature of Authorized Representative with Seal:

## **Form VI**

Name of Project completed in the State of UP as CSQC Consultant along with project cost, Project duration and completion certificate.

## **Form VII**

List of award and accreditation received

## **Form VIII**

Format-List of Govt./Semi Govt./PSU under which firm is empaneled along with valid selection certificate.



**Form IX**

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ has been blacklisted/Debarred nor has abandoned any work in any government department, in India nor any work awarded to us for such works have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorizes and request(s) any bank, person, firm or Parishad to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

## Financial Proposal

(To be submitted on letterhead of the Bidder) - FINANCIAL BID

To,  
**Chief Executive Officer ,**  
**UP BrajTeerth Vikas Parishad**  
**32 Civil Lines, Mathura 281004**

Dated -----, 2018

**Ref: Expression of Interest (EOI) for Appointment of CSQC Consultant for preparation of Braj development Plan for Braj region**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI Document regarding "Appointment of Consultant for preparation of Braj development Plan for Braj region."

My Best Financial Quote for the above mentioned work is \_\_\_\_\_ (inclusive / not inclusive of taxes)

(All Mentioned Quote is in Percentage Basis Only)

I also certified and agreed that the contract if signed with me can be terminated with a period of 30 days notice

Note : The quoted percentage calculated on Contractor payment of work or tender amount whichever is less

Yours faithfully,

(Signature of the Bidder)

Printed Name :

Designation Seal

Date:

Business Address:

Place: Bidder's signature

Date: with seal.