

REQUEST FOR PROPOSAL (RFP)

Empanelment of Architects/Urban Designers/ Urban Planners/ Landscape Architects for upcoming projects in Mathura-Vrindavan

Location: Mathura, Uttar Pradesh

Month: August 2023

Issued by:



Mathura Vrindavan Development Authority

32, Civil Lines, Mathura,

Uttar Pradesh 281001

Disclaimer

This Request for Proposal (RFP) document for “Empanelment of Architects/Urban Designers/ Urban Planners/ Landscape Architects for upcoming projects in Mathura-Vrindavan” contains brief information about the scope of work and selection process for the Successful Applicant (or “Applicant”). The purpose of the RFP document is to provide the Applicants with information to assist the formulation of their proposal (“the Proposal”).

While all efforts have been made to ensure the accuracy of information contained in this Document, this Document does not purport to contain all the information required by the Applicant. The Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy, and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their proposals.

Mathura Vrindavan Development Authority (“MVDA”), 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 restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

MVDA reserves the right to accept or reject any or all applications without giving any reasons thereof. MVDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP.

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Section I: General Information

I.1. Background

Mathura Vrindavan Development Authority (hereinafter referred to as “MVDA” or “the Authority”) is the nodal agency responsible for development and administration of the Mathura-Vrindavan Development Area. Mathura-Vrindavan Development Authority, Mathura was formed in the year 1977 for the planned development of Mathura-Vrindavan. At present the Authority consists of 220 Villages, 8 Nagar Panchayat and 1 Nagar Palika and 1 Nagar Nigam Area.

Key objectives of the Authority are as follows:

- Preparation of Master Plan for Planned Urban Development.
- Development & Control as per Master Plan
- Acquisition of Land and Management for Housing and Urban Development.
- Provision of Physical and Social Infrastructure in the city.
- Providing houses at low cost to economically weaker section

MVDA strives to create a harmonious blend of tradition and progress. Through strategic initiatives, the authority seeks to offer residents, pilgrims, and tourists an enriched experience while maintaining the cultural and historical significance that Mathura and Vrindavan hold.

Knowing the importance and understanding the need of well-designed public spaces in the area, MVDA is embarking on a forward-looking initiative aimed at establishing a roster of highly skilled and visionary professionals. This empanelment seeks to collaborate with exceptional Architects, Urban Designers, Landscape Designers, and Planners to craft transformative urban solutions that redefine the future of urban living.

In an era marked by rapid urbanization and evolving societal needs, the role of urban planning and design has never been more crucial. MVDA recognizes the dynamic challenges faced by modern cities, and their commitment extends towards catalysing innovation, sustainability, and liveability within urban landscapes. The purpose of empanelling these specialized professionals is to harness their expertise in reshaping urban environments, creating spaces that seamlessly blend functionality, aesthetics, and resilience.

The empanelled designers will take on the task of weaving together various urban elements into cohesive and visually appealing cityscapes. By crafting masterful layouts, they will shape streets, neighbourhoods, and public spaces, optimizing connectivity, accessibility, and aesthetic appeal.

MVDA will empanel Architects/Urban Designers/ Urban Planners/ Landscape Architects based on evaluation criteria mentioned in the RFP Document.

During the tenure of empanelment, based on the requirement of architectural services for any project, a project brief shall be issued to the empanelled architects as per selection process stated in clause 18. The empanelled architects would be required to give a presentation of their proposed concept plan for the project before the evaluation committee. The empanelled architects are also required to demonstrate similar work

experiences in the presentation. The empanelled architect with the most appropriate conceptual plan based on the brief from Authority for the proposed project shall be deemed as “Successful Applicant” for the proposed project. The decision of the evaluation committee as constituted by Mathura Vrindavan Development Authority shall be final in regards to conceptual plan presented in the technical presentation. Hard/soft copy of the conceptual plan shall be submitted to Mathura Vrindavan Development Authority after the technical presentation for evaluation purpose.

The successful applicants shall provide the services as mentioned in the Terms of Reference (Section – II)

I.II. Salient Information

Key stages in the empanelment process for the Project are as below:

Table 1

Key Dates	
RFP upload date documents	17/08/2023, 12:00Hrs
Time-period of contract	Three (03) years from date of empanelment of architect
Empanelment Fee (non-refundable)	INR 5,000/- (Rs. five thousand only) + GST i.e., Rs. 5900/- (Rupees Five thousand Nine hundred only) Payable by RTGS/ NEFT to Secretary MVDA vide A/c No: 77450100023162, IFSC: BARB0VJMATH, Bank of Baroda, BSA college road branch, Mathura 281004
Name of the Authority’s official venue for proposal opening.	Chief Engineer Mathura Vrindavan Development Authority Plot No. 32, Civil Lines, Mathura, Uttar Pradesh – 281001
Start date of submission	17/08/2023, 15:00Hrs
End date of submission (Proposal Due Date)	08/09/2023, 16:00Hrs (soft copy through online e tender and & hard copy submission) This empanelment is done for period of 03 Years, and to be extended upon the performance of the Architect subject to the approval of Vice Chairman, MVDA Mathura MVDA would further reserve the right of periodic review & revision of empanelment document as per future requirement of the Authority.
Pre-proposal Conference	Any query will be submitted till 30.09.2023 by 02:00 PM to email id: vcmvda2014@gmail.com
Opening of Proposals	11/09/2023, 12:00 Hrs

The Applicants can contact the following for any clarifications on the RFP Document:

Town Planner, Planning Department

Mathura Vrindavan Development Authority

32, Civil Lines, Mathura,

Uttar Pradesh 281001

Email: vcmvda2014@gmail.com

Note:

Kindly note, any empanelment done before will be null and void from the date of fresh empanelment. Any firms/ Architects registered in MVDA as architect Consultants should do fresh Empanelment through this EOI, and fees for the same will be paid again. No adjustment of previous paid fees.

MVDA reserves the rights to cancel this invitation and/ or invite fresh bids with or without amendments to this invitation, without any liability or obligations for such invitation and without assigning any reason thereof, Decision of VC MVDA will be full and final in all respect.

EOI document is available at the website <http://etender.up.nic.in>. Interested parties may download the EOI documents from the website and submit their applications.

Section II: Terms of Reference

II.I Empanelment Categories

The Architects shall be empanelled under three broad categories as mentioned below:

A. Comprehensive Architectural Services

Sub-categories as per Project Cost:

- I. Up to 7.5 Crores
- II. Above 7.5-15 Crores
- III. Above 15 Crores

MVDA shall have full rights to assign any work to any empanelled consultant in a particular category as per clause 18. Moreover, an empanelled Consultant can be assigned any number of projects falling under the category of their empanelment. No consultant shall have any right or claim for assignment of a particular project or a particular number/amount of work. The discretion of the assigning authority in these regards shall be final and binding on all empanelled consultants.

B. Urban Design / Landscape Architecture / Urban Planning

- I. Urban Design
- II. Urban Planning
- III. Landscape Architecture

Note: (i) Consultant may apply for empanelment for more than one category depending upon the nature of work done by consultant as mentioned in Form IV: Technical Capacity

(ii) Consultant Registered in Category (ii) and (iii) in Comprehensive Architectural services can work in below category too.

II.II Scope of Work

II.II.I Category A: Comprehensive Architectural Services

The Consultant is required to provide services in respect of following:

Part I – ARCHITECTURE:

- Taking Authority's instructions and preparation of design brief.
- Site evaluation, analysis, and impact of existing and / or proposed development on its immediate environs.
- Design and site development.
- Structural design.
- Sanitary, plumbing, drainage, water supply and sewerage design.
- Electrical, electronic, communication systems and design.
- Heating, ventilation, and air conditioning design (HVAC) and other mechanical systems.
- Elevators, escalators, etc.
- Fire detection, Fire protection and Security systems etc.
- Periodic inspection and evaluation of Construction works.

Part II - ALLIED FIELDS:

- Landscape Architecture
- Interior Architecture
- Architectural Conservation
- Retrofitting of Buildings
- Graphic Design and Signage

SCHEDULE OF SERVICES

The Architect shall, after taking instructions from the Authority, render the following services:

STAGES	DETAILS OF SERVICES
CONCEPT DESIGN [STAGE 1]	<ul style="list-style-type: none"> • Ascertain Client's requirements, examine site constraints & potential; and prepare a design brief for Client's approval. • Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs. • Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation (if required) at the site of the project. • Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs. • Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis. • Submit Concept 3D views with Walkthrough if required. • Prepare Total Station Survey of Proposed Land as needed.
PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]	<ul style="list-style-type: none"> • Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Authority's approval along with detailed estimate of proposed projects as needed as per Government Approved rates / DSR / Market rate analysis as per format of Department.
DRAWINGS FOR AUTHORITY'S/ STATUTORY APPROVALS [STAGE 3]	<ul style="list-style-type: none"> • Prepare drawings necessary for Authority's/ statutory approvals and ensure compliance with codes, standards, and legislation, as applicable and assist the Authority in obtaining the statutory approvals thereof, if required.
BID PROCESS MANAGEMENT FOR IDENTIFICATION OF CONTRACTOR [STAGE 4]	<ul style="list-style-type: none"> • Preparation of documents for pre-qualification of Contractors, inviting of RFQs, evaluation of the applications and short-listing agencies for the project. • Preparation of tender documents including specifications and bill of quantities, drawings etc. for calling of tenders & implementation of Project. • The Agency shall assist the Authority in holding pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the

	<p>tenderers. The clarifications relating to the TOR shall be drawn up by the Agency and, the same shall be issued to the intending tenderers. The clarifications issued shall form a part of the main Contract document for the work.</p> <ul style="list-style-type: none"> The Agency shall assist the Authority in executing the Contract with the successful tenderers in the format prescribed in the tender document on a stamp paper of appropriate denomination.
WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 5]	<ul style="list-style-type: none"> Prepare working drawings, building material specifications, and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
CONSTRUCTION STAGE ACTIVITIES [STAGE 6]	<p>Construction & Commissioning</p> <ul style="list-style-type: none"> Agency shall help the Authority in executing and commissioning the work and for getting the project facility constructed as per approved designs. Prepare and issue working drawings and details for proper execution of works during construction. <p>Construction Supervision</p> <ul style="list-style-type: none"> Agency shall be responsible to visit the site of work and provide periodic visits fortnightly for first three months and monthly thereafter to clarify any decision or interpretation of the drawings and specifications that may be necessary and to ensure that the project proceeds generally in accordance with condition of contract up to satisfaction of Engineer in charge. Agency shall submit the report along with the observations for each visit.
COMPLETION [STAGE 7]	<ul style="list-style-type: none"> Prepare and submit completion reports and drawings for the project as required and assist the Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required. Issue three sets of as built drawings including services, structures, and plantation.

II.II.II Category B: Urban Design / Landscape Architecture / Urban Planning

The Consultant is required to provide services for Urban Design/Urban Renewal Scheme in respect of the following:

Part I - URBAN DESIGN/ URBAN RENEWAL

- Taking Authority's instructions and preparation of design brief.
- Site evaluation, analysis of architectural character, social issues, and heritage.
- Feasibility study.
- Preliminary proposal for development/ re-development and their impact on immediate environs.
- Volumetric study and Urban form recommendations including pedestrian / vehicular movement and parking.

- Architectural controls/ guidelines.
- Conceptual design of:
 - Site development, services, and their interconnectivity.
 - Landscape Architecture with regard to public spaces.
 - Architectural Conservation.
 - Graphic Design and Signage.

SCHEDULE OF SERVICES

The Architect/Urban Planners/ Urban Designer shall, after taking instructions from the Authority, render the following services:

STAGES	DETAILS OF SERVICES
PROGRAMMING AND SITE EVALUATION [STAGE 1]:	<ul style="list-style-type: none"> • Ascertain Authority's requirements, examine site constraints & potential; and prepare a design brief for Authority's approval. • Study of existing land use in and around the project area. • Study of contextual issues, socio-cultural aspects, landscape features and built form etc. • Study of existing infrastructure, accessibility, circulation pattern and parking. • Prepare report on site evaluation, state of existing buildings, if any; and analysis with basic approach to circulation, activity distribution, interconnectivity and external linkages including rough estimate of project cost based on allowable FAR/ re-development objectives. • Assessment of impact of development/ re-development plan on the project area and its immediate environs. • Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and/ or proposed development / Re-development on its immediate environs.
CONCEPT DESIGN [STAGE 2]:	<ul style="list-style-type: none"> • Preparation of concept design of the area showing circulation pattern, zoning of various land uses and relevant details, development/re-development strategy. • Assessment of utility services and their interconnectivity. • Furnish revised rough estimate of project cost based on FAR used in concept design/re-development objectives. • Preparation of three-dimensional form in relation to open spaces, model showing the proposal and surrounding areas. • Submission of model and Conceptual design to the Authority/ statutory authorities for approval & ensure compliance with codes, standards, and legislation, as applicable and carry out necessary changes as may be required.
DETAILED DESIGN [STAGE 3]:	<ul style="list-style-type: none"> • Preparation of drawings showing the common facilities for circulation, parking, open spaces, and external Architectural form. • Preparation of drawings showing Architectural controls/ guidelines, features and specifications.

	<ul style="list-style-type: none"> • Preparation of drawings showing schematic network of services. • Preparation of drawings showing landscape, street furniture and graphic signage. • Furnish modified project cost. • Furnish urban design / landscape design report including implementation strategy. • Prepare detail designs of various external elements and components. • Presentation of the urban design study to the statutory authorities for approval and ensure compliance with codes, standards, and legislation, as applicable and carry out necessary changes as may be required.
WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4]:	<ul style="list-style-type: none"> • Prepare working drawings, specifications, and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
IMPLEMENTATION [STAGE 5]:	<ul style="list-style-type: none"> • Provide Comprehensive Architectural Services with regard to Site Development works, if assigned. • Provide Landscape Architectural Services with regard to public spaces, if assigned. • Review and certification of detailed Architectural design of each of the constituent components for construction or development within the area under urban design/ urban renewal before approval by statutory authorities.
COMPLETION [STAGE 6]:	<ul style="list-style-type: none"> • Prepare and submit completion reports and drawings for the project as required and assist the Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required. • Issue three sets of as built drawings including services, structures, and plantation.

II.II.III Category C: Landscape Architecture

The Consultant is required to provide services in respect of following:

- Site appraisal and suitability
- Site planning
- Landform and grading
- Surface drainage design and water management.
- Irrigation design
- Open space design - hard and soft areas
- Planting design
- Landscape structures and features
- Garden Furniture design
- Illumination design
- Graphic design and signage

- Co-ordination of external services
- Periodic inspection and evaluation of works at site

SCHEDULE OF SERVICES

The Architect shall, after taking instructions from the Authority, render the following services:

STAGES	DETAILS OF SERVICES
CONCEPT DESIGN [STAGE 1]:	<ul style="list-style-type: none"> • Carry out site analysis and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities. • Prepare drawings and documents to enable the Authority to get done the detailed survey and soil investigation at the site of the project. • Furnish preliminary scheme for site planning. • Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.
PRELIMINARY DESIGN AND DRAWINGS [STAGE 2]:	<ul style="list-style-type: none"> • Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Authority's approval along with Detailed estimate.
DRAWINGS FOR AUTHORITY'S/ STATUTORY APPROVALS [STAGE 3]:	<ul style="list-style-type: none"> • Prepare drawings necessary for Authority's/ statutory approvals and ensure compliance with codes, standards, and legislation, as applicable and assist the Authority in obtaining the statutory approvals thereof, if required.
APPOINTMENT OF CONTRACTORS [STAGE 4]:	<ul style="list-style-type: none"> • Invite, receive, and analyse tenders; advise Authority on appointment of contractors.
WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 5]:	<ul style="list-style-type: none"> • Prepare working drawings, specifications, and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
CONSTRUCTION [STAGE 6]:	<ul style="list-style-type: none"> • Prepare and issue working drawings and details for proper execution of works during construction. • Approve samples of various elements and components. • Check and approve shop drawings submitted by the contractor/ vendors. • Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance

	<p>with the conditions of contract and keep the Authority informed and render advice on actions, if required.</p> <ul style="list-style-type: none"> • In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager (Clerk of Works/ Site Supervisor or Construction Management Agency in case of a large and complex project), who shall work under the guidance and direction of the Architect and shall be appointed and paid by the Authority. • Issue Certificate of Virtual Completion of Civil Works and plantation.
COMPLETION [STAGE 7]:	<ul style="list-style-type: none"> • Prepare and submit completion reports and drawings for the project as required and assist the Authority in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required. • Issue two sets of as built drawings including services, structures, and plantation.

II.III Financial terms

II.III.I Fee for the Project

The fee for empaneled consultants which would be appointed to undertake work for MVDA shall be a percentage of actual project cost (i.e., Either DPR Cost or executed Project Cost whatever is less). The percentage fee shall be decided based on technical & financial proposals submitted by empaneled consultants for each work as per requirements of MVDA.

Additional terms & conditions are as follows:

- This fee shall include all charges i.e., all taxes, duties, levies, out of pocket expenses, procurement cost, professional fee, vetting charges etc.
- The fee is inclusive of fees payable by the Consultant to any other sub consultant and associated consultant and nothing extra shall be payable by the Authority.
- The Consultant shall have to make all arrangements for the staff at their own cost.
- Consultant shall acquaint itself with all the legislation, court and standards prescribed from time to time.
- Consultant should furnish an office in Mathura, UP with permanent appointment of 01 Architect of minimum 03 years' experience and 01 Civil Engineer with minimum of 03 years' experience, if the project is awarded to them till the end of the project. (Any change in local team profile shall be done with MVDA approval)
- Once project assigned to the empaneled firm, the Core team shall remain same and any variation shall be intimated to MVDA beforehand.
- The cost of the project cost shall be the cost of the project development, as calculated on actual cost of structural/civil, landscaping, sanitary and electrical fittings and fixtures, park furniture, mechanical equipment's, etc. on all items on which consultant rendered professional services.

- Survey cost (for example, soil testing, geo technical survey, contour survey, survey related to utilities).
- Maximum fees for rendered of the services will be maximum 1.5% of the Project cost.

II.III.II Cost of the Project to be excluded for payment to the Consultant

The cost of following items shall not be included in the cost for purpose of working out of the Consultant's fee -

- Plan approval and service connection deposited and fees payable to local and statutory bodies by the Authority
- Any other services which are not planned by the Consultant
- Cost of any rejected work
- Cost of any supervisory and other establishment employed on work by the Authority or the consultant
- Other contingent expenditure like press advertisement, publicity, inauguration, ceremonies of building etc.
- Escalation in the cost due to increase in rates on materials, labor etc. after award of work

Any deviation in the item of work not authorized by the Authority prior to its execution.

II.IV Payment Terms for all Categories

II.IV.I The payment milestone for each of the services in the scope of work for all Categories of Work will be in the following stages consistent with the work done plus reimbursable expenses as mutually agreed upon.

Key Activities/Milestones	Payment %
Stage 1 On submitting conceptual designs and rough estimate of cost, along with Total Station Survey.	10% of total fee payable.
Stage 2 On submitting the required scheme for the Authority's approval along with Detailed estimate of cost and other conditions	20% of total fee payable less payment already made at Stage 1
Stage 3 a) Upon Authority's / statutory approval necessary for commencement of construction, wherever applicable or approval of DPR	35% of the total fees payable less payment already made at Stages 1 and 2.
Stages 4 On inviting, receiving & analysing tenders; advising Authority on appointment of Contractors.	40% of the total fees payable less payment already made at Stages 1 to 3.
Stages 5	

Upon preparation & submission of working drawings along with Detailed Design Check from IIT / NIT college in 04 sets	50% of the total fees payable less payment already made at stages 1 to 4
Stage 6 a. During Construction stage <ul style="list-style-type: none"> i. On completion of 20% of the work ii. On completion of 40% of the work iii. On completion of 60% of the work iv. On completion of 80% of the work v. On Virtual Completion 	58% of the total fees payable less payment already made at Stages 1 to 5. 66% of the total fees payable less payment already made at Stages 1 to 6(i). 74% of the total fees payable less payment already made at Stages 1 to 6(ii). 82% of the total fees payable less payment already made at Stages 1 to 6(iii). 90% of the total fees payable less payment already made at Stages 1 to 6(iv).
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages

Note:

- (i) Payment will be done as per actual cost of construction or DPR Cost whichever is less.
- (ii) If the Project cost increased due to deviation / any amendment done by Authority, then the consultant is liable for the demand of that excess payment, but that not be greater than the actual cost of construction.
- (iii) Project, which is to be approved by the Government of Uttar Pradesh, any payment to the consultants will be made only when the project is approved by the concerned Department of Govt. of UP., if the project not approved by the Dept, no payment will be made to the consultant and consultant will not be liable to claim the same.
- (iv) All taxes will be included in the fees.

Section III: Instructions to Applicants

A. General Conditions

1. Number of Proposals and respondents

- (i) Consultant may apply for empanelment for more than one category depending upon the nature of work done by consultant as mentioned in Form IV: Technical Capacity
- (ii) Consultant Registered in Category (ii) and (iii) in Comprehensive Architectural services can work in below category too.

2. Proposal preparation cost

- The Applicant shall bear all costs associated with the preparation and submission of the proposal. MVDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- All papers submitted with the Proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- Notwithstanding anything contained in this TOR Document, MVDA reserves the right to accept or reject any proposal and to annul the empanelment process and reject all the proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.
- MVDA reserves the right to reject any Proposal if:
 - 3.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
- Rejection of the Proposal by MVDA as aforesaid would lead to the disqualification of the Applicant.

4. Amendment of TOR Document

- At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Applicant, may modify the RFP Document by issuance of an addendum. The addendum will be sent in writing to all eligible Applicants to whom the revised RFP Document has been supplied.
- In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, MVDA may, at its own discretion, extend the Proposal Due Date.

5. Data Identification and collection

- It is desirable that the Applicant submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- It would be deemed that by submitting the Proposal, the Applicant has:
 - 5.1. Made a complete and careful examination and accepted the RFP Document in total;

- 5.2. Received all relevant information requested from MVDA and:
- 5.3. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - 5.3.1. Existing data or any relevant information;
 - 5.3.2. All other matters that might affect the Applicant's performance under the terms of this RFP Document.
- MVDA shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

B. Preparation and Submission of Proposals

6. Language and currency

- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Proposal may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

7. Format and Signing of Proposals

- The Applicant needs to submit their technical proposals in prescribed format (Section V).
- The proposals shall be typed or printed and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the proposal shall be initialed by the person(s) signing the proposal.
- Applicants would provide all the information as per the RFP Document and in the specified formats. MVDA reserves the right to reject any proposal that is not in the specified formats.
- In case the Applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

8. Sealing and marking of proposals

- The technical proposal shall be sealed in one single outer envelope clearly bearing the following identification: **“Empanelment of Architects/Urban Designers/ Urban Planners/ Landscape Architects for upcoming projects in Mathura-Vrindavan”**
- The proposals shall be addressed to:
Chief Engineer
Mathura Vrindavan Development Authority
32, Civil Lines, Mathura,
Uttar Pradesh 281001

- The envelope shall indicate the name, address, and contact number of the Applicant
- If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and would be liable for rejection.

9. Proposal due date

- AUTHORITY, at its sole discretion, may extend the Proposal due date by issuing an Addendum.
- Proposals should be submitted at or before Proposal due date, to the address provided in Clause 8 in the manner and form as detailed in this RFP.
- AUTHORITY may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum in accordance with Clause 4, uniformly for all Applicants.

10. Late Proposals

Any Proposals received by MVDA after Proposal end date **shall** not be accepted.

11. Modifications/ Substitution/ Withdrawal of Proposals

The Applicant will not be allowed to modify, substitute, or withdraw its Proposal once submitted to the MVDA. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Authority, on any matter related to its proposal it should do so in writing. Any effort by the Applicant to influence any officer or bearer of the Authority in the proposal evaluation or contract award decisions may result in the rejection of the Applicant's proposal.

C. Proposal opening

12. Opening of Proposals

- MVDA would open the Proposals at the date as mentioned in the date sheets for the purpose of evaluation.
- Proposals shall be opened in presence of interested Applicants who choose to be present at specified time and location.
- MVDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

13. Confidentiality

- Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person not officially concerned with the process.
- After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation, and comparison of Proposal shall result in outright rejection of the offer, made by the said Applicant.

14. Tests of Responsiveness

- Prior to evaluation of proposals, MVDA will determine whether each proposal is responsive to the requirements of the TOR Document. The Proposal shall be considered responsive if:
 - It is received/ deemed to be received by the Proposal due date and time including any extension thereof pursuant to Clause 10.
 - It is signed, sealed, and marked as stipulated in Clause 8 and Clause 9.
 - It contains all information required in this RFP Document.
 - Information is provided as per the formats specified in the RFP Document.
- MVDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by MVDA in respect of such Proposals.

15. Clarifications

Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided in clause 8.2 to reach Authority on or before the date as mentioned in the data sheet of this document.

The Authority shall make reasonable endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

The Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by the Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Authority or its employees or representatives or consultants shall not in any way or manner be binding on the Authority. Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.

Authority will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this Proposal document.

Further, to assist in the process of evaluation of Proposals, MVDA may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

16. Proposal Evaluation

- To assist in the examination, evaluation, and comparison of Proposals, MVDA may utilize the services of advisor(s).
- The proposals will be evaluated by the Committee to be appointed by the MVDA.
- The Submissions of the Applicants would first be checked for responsiveness as set out in Clause 14. All proposals found to be substantially responsive shall be evaluated as per the Technical Criteria mentioned in clause 17 Section IV of this RFP Document.

- The envelopes containing the Technical Proposal of the Applicants who do not meet the Technical Criteria shall not be considered for further process.
- Proposals of the Applicants qualifying Technical Criteria shall be further evaluated for empanelment. The Applicants meeting minimum technical criteria shall be termed as **Technically Qualified Applicant**
- Based upon the work experience submitted by the Technically Qualified Applicants, Committee shall empanel the Architects under different categories. Applicant may be empaneled under one or more category based on the work experience submitted in Form VI.
- The empanelment shall be valid for **3 years** from date of empanelment as specified in the empanelment list.
- Successful empanelled Architects/ Urban Designer/ Urban Planner/ Landscape Architects shall have to submit FDR of amount Rs 50,000/ as guarantee with MVDA and will be released after (expiration of empanelment) i.e 3 years.
- MVDA would further reserve the right of periodic review & revision of empanelment document as per future requirement of the Authority.

Section IV: Technical and Evaluation Criteria

17. Technical Criteria

The Applicant's competence and capability is proposed to be established by the following parameters. The Applicant should meet all the criteria given in this section as per various categories of Empanelment.

Technical Criteria (Mandatory Documents to be submitted for all categories)

- i. The Applicant should have experience of working with government departments/authority/PSUs. Any Consultants who didn't work in any of the Government Department not liable to participate in this empanelment.
- ii. The Applicant shall also furnish the following:
 - Type of Organization (Proprietary / Partnership / Private Limited / LLP) – Proof of the same along with all valid documents to be submitted.
 - Firm should be registered in India with minimum 08 years of existence.
- iii. All Directors / Partners /Sole Proprietor should have valid registration with Council of Architecture, New Delhi. (Proof of the same to be provided). - Mandatory Conditions.
- iv. GST Registration & PAN Details
- v. Audited Balance sheet along with Profit and Loss Statement, Net worth of last 03 years (FY 2022-23, 2021-22, 2020-21). Organization should not have Loss statement in any of financial year.
- vi. Notarized Affidavit on Rs. 100 stamp paper from the Organization that if the project awarded to them, they set up the office in Mathura District with minimum 01 Architect of 03 years' experience & 01 Civil Engineer of 03 years' Experience) within 30 days of the appointment and till the completion of the Project.

- vii. Applicant should not have any litigations pending / Blacklisting with any State Government Departments / Central Government / PSU's. Notarized Affidavit on Rs. 10 stamp paper should be provided.

Other than the above minimum requirements, Category wise minimum requirements are:

Category A: Comprehensive Architectural Services

- Principal Architect should possess the Degree of B.Arch. & Master's Degree in M.Arch / M.Plan.
- Experience Certificate of Government Sector is only legible, and to be issued not below the rank of Executive Engineer.

Technical & Financial experience of firms to be eligible for sub-categories:

Sub Category Code	Project Cost	Minimum Experience of Principal Architect (Registered with COA)	Min. Average annual turnover from consultancy services during past 3 Financial Years	Eligible Projects (within 05 years from 17.08.2023)
I	Up to INR 7.5 Crore	5 years	INR 25 lakhs	01 Similar Completed Projects of Project Cost minimum 03 Crores, or a cumulative of 02 Projects (01 Completed and 01 Approved DPR) of Minimum 7.5 Crores.
II	Above INR 7.5 Crore and up to INR 15 crore	8 Years	INR 50 lakhs	01 Similar Completed Projects of Project Cost minimum 7.5 Crores, or a cumulative of 02 Projects (01 Completed and 01 Approved DPR) of Minimum 15 Crores.
III	Above INR 15 Crore +	10 Years	INR 100 lakhs	01 Similar Completed Projects of Project Cost minimum 15 Crores, or a cumulative of 02 Projects (01 Completed and 01 Approved DPR) of Minimum 30 Crores.

Sub Category Code	Project Cost	Architect (B.Arch Min) other than Principal Architect (In-house)	Structural Engineer (M.Tech Structure) (In-house / Consultant)	Civil Engineer (B.Tech) (In-house)	MEP Expert (B.Tech – (In-house / Consultant)
I	Up to INR 7.5 Crore	02 Nos. (Min. 03 Years Exp.)	01 Nos. (Min. 05 Years Exp.)	01 Nos. (Min. 03 Years Exp.)	01 Nos. (Min. 05 Years Exp.)
II	Above INR 7.5 Crore and up to	02 Nos. (Min. 03 Yrs Exp.) + 01 Nos. (Min 05 Yrs Exp)	01 Nos. (Min. 07 Years Exp.)	01 Nos. (Min. 05 Years Exp.)	02Nos. (Min. 05 Years Exp.)

	INR 15 crore				
III	Above INR 15 Crore +	02 Nos. (Min. 05 Yrs Exp.) + 01 Nos. (Min 08 Yrs Exp)	01 Nos. (Min. 10 Years Exp.)	01 Nos. (Min. 05 Years Exp.)	02 Nos. (Min. 07 Years Exp.)

Staff Requirement from firms to be eligible for sub-categories:

Category B: Urban Design/ Urban Planning/ Urban Renewal

- The Urban Designer / Urban Planner should possess professional experience of at least 12 years and be registered with applicable competent authorities (COA, ITPI, etc.).
- Principal Planner / Designer should possess the Master's Degree in the field of M.Arch (Urban Design) or M.Plan (Urban Planning)
- Average Annual Turnover of the Organization should be minimum 05 Crores in the last 03 financial years (FY 2022-23, 2021-22, 2020-21).
- Completion Certificates of at least 02 Projects of similar projects (Urban Design / Urban Renewal / Urban Planning) from Previous clients not below the rank of Executive Engineer clearly stating the nature of Works and services rendered with Minimum Consultancy of 01 Crores Each.

OR

Completion Certificates of at least 01 Projects of similar projects (Urban Design / Urban Renewal / Urban Planning) from Previous clients not below the rank of Executive Engineer clearly stating the nature of Works and services rendered with Minimum Consultancy of 01 Crore. & at least 01 Approved DPR Work for similar projects clearly stating the nature of Works and services rendered with Work order value of Minimum Consultancy of 01 Crore.

Staff Requirement from firms to be eligible for sub-categories:

Category Code	Urban Designer / Urban Planner other than Principal Planner / Designer (In-house)	Architect (B.Arch Min)/ other than Principal Architect (In-house)	Structural Engineer (M.Tech Structure) (In-house / Consultant)	Civil Engineer (B.Tech) (In-house)	MEP Expert (In-house / Consultant)	Landscape Architect (In-house / Consultant)
B	01 Nos. (Min. 05 Years Exp.)	02 Nos. (Min. 03 Years Exp.)	01 Nos. (Min. 05 Years Exp.)	02 Nos. (Min. 03 Years Exp.)	01 Nos. (Min. 10 Years Exp.)	01 Nos. (Min. 05 Years Exp.)

Category C: Landscape Architecture

- Landscape Architect should possess professional experience of at least 12 years and be registered with applicable competent authorities (COA, ITPI, etc.).
- Principal Architect should possess the Master's Degree in the field of M.Arch (Landscape)
- Average Annual Turnover of the Organization should be minimum 02 Crores in the last 03 financial years (FY 2022-23, 2021-22, 2020-21).
- Completion Certificates of at least 02 Projects of similar projects (Landscape Architecture) from Previous clients not below the rank of Executive Engineer clearly stating the nature of Works and services rendered with Minimum Consultancy of 50 Lakhs Each.

OR

- Completion Certificates of at least 01 Projects of similar projects (Landscape Architecture) from Previous clients not below the rank of Executive Engineer clearly stating the nature of Works and services rendered with Minimum Consultancy of 60 Lakhs & at least 01 Approved DPR Work for similar projects clearly stating the nature of Works and services rendered with Work order value of Minimum Consultancy of 60 Lakhs.

2. Staff Requirement from firms to be eligible for sub-categories:

Category Code	Landscape Architect other than Principal Landscape Architect (In-house)	Architect (B.Arch Min) other than Principal Architect (In-house)	Civil Engineer (B.Tech) (In-house)	MEP Expert (In-house / Consultant)	Horticulture Expert (In-house / Consultant)
C	01 Nos. (Min. 03 Years Exp.)	02 Nos. (Min. 03 Years Exp.)	01 Nos. (Min. 03 Years Exp.)	01 Nos. (Min. 07 Years Exp.)	01 Nos. (Min. 05 Years Exp.)

18. Selection process for Empanelled firms

- The Committee shall empanel all the Architects/Urban Designers/Urban Planners/Landscape Architects meeting minimum technical criteria as mentioned in clause 17. The decision of the Committee as constituted by the Authority in this regard shall be final.
- MVDA would further reserve the right of periodic review & revision of empanelment document as per future requirement of the Authority.
- The empanelment shall be valid for **3 years** from date of empanelment as specified in the empanelment list.
- Post empanelment, project brief will be issued to empaneled firms as per the requirements of the Authority for presenting the concept proposal to the Evaluation Committee. Selection shall be based on the technical evaluation of concept proposal & financial Proposal from empaneled consultants based on the brief from the Authority. Separate project specific agreement shall be entered with selected Consultants and Authority for each project based on terms and conditions of this Empanelment document.

Section V: Pro-forma for Submission

This part of the document provides pro-forma for providing the information.

Authorized signatory of the Applicants must sign each page of the Proposal to be submitted to MVDA.

Form I: Letter of Proposal Submission

[Location, Date]

To

Vice Chairman

Mathura Vrindavan Development Authority
32, Civil Lines, Mathura,
Uttar Pradesh 281001

Subject: Empanelment of Architects/Urban Designers/ Urban Planners/ Landscape Architects for upcoming projects in Mathura Vrindavan

Empanelment Category:

(Example: A.1 for Comprehensive Architectural Services Sub-Category I: Project Cost Up to 7.5 Crores)

(Note: Consultant may mention more than one category, if they are eligible for the same)

Dear Ma'am,

We, the undersigned, offer to provide the consulting assignment/job for Mathura Vrindavan Development Authority in accordance with your RFP Document dated [Insert Date] and our Proposal. We are hereby submitting our Technical Proposal, in a sealed envelope. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. Our Proposal is binding upon us.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name and address of Firm:

Form II: General Information

Empanelment Category:

(Note: Consultant may mention more than one category)

1. Details of the Applicant

- Name of Applicant:
- Legal Status:
- Address:

- Tel No. (with code):

- Contact person:
- Name and Designation:
- Address, Telephone No., and Email address:

2. Type of Firm (Proprietorship firm/Partnership firm) *(with supporting documents):*

3. Years since incorporation with documentary evidence (or equivalent certificate):

4. Years since registration of firm with documentary evidence (or equivalent certificate):

5. Brief description of the firm & organization structure:

We agree with all the terms and conditions of this RFP document.

Authorized signatory

Name:

Date:

Name of the Applicant with seal

Form III: Financial Information

Please provide with financial details about the Applicant along with necessary supporting documents in the following format:

Empanelment Category:

(Note: Consultant may mention more than one category)

Year	Annual Turnover (in Lakhs)	Profit / Loss (in Lakhs)	Net worth (in Lakhs)
2022-23			
2021-22			
2020-21			
Average			

Note: A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Applicant.

On Behalf of (Name of the Applicant)

Signature of the Authorized Person

Name:

Designation:

Form IV: Technical Capacity

Please provide the details of technical capacity in the following format:

Empanelment Category:

(Note: Please fill individual Form IV for each Empanelment category)

#	Technical Criteria	Response	Eligible Status	Reference Page No. of supporting documents
1	Type of Firm (Proprietorship firm/Partnership firm)	(Years)	(Eligible/Ineligible)	(Certificate of incorporation)
2	Years since registration	(Years)	(Eligible/Ineligible)	(Certificate of incorporation)
3	Experience of Principal Architect/Urban Designer/Urban Planner/ Landscape Architect	(Years)	(Eligible/Ineligible)	(Certificate from CoA/applicable competent authority + Filled CV - Form VI) + Proof of educational qualification
4	Average Annual Turnover	(in Lakhs)	(Eligible/Ineligible)	(Certified copies of Financial Statements to be attached as proofs.)
5	Experience of Similar/Eligible Projects No. 1	(Name of Project + Project Cost)	(Eligible/Ineligible)	(Performance/ Completion Certificates from Client clearly stating the nature of work & services rendered)
5	Experience of Similar/Eligible Projects No. 2	(Name of Project + Project Cost)	(Eligible/Ineligible)	(Performance/ Completion Certificates from Client clearly stating the nature of work & services rendered)
6	Experience of working with government departments/authority/PSUs	(Name of project & Client)	(Eligible/Ineligible)	(Performance/ Completion Certificates from Client clearly stating the nature of work & services rendered)
7	No pending litigations / Blacklisting	-	(Eligible/Ineligible)	

Form V: Curriculum Vitae

(Key staff/Principal Architect/ Urban Designer/Urban Planner/Landscape Architect)

(Fill multiple Form V as per requirement)

1. Name:

[Insert full name]:

2. Date of Birth:

3. Nationality:

4. Education:

[Indicate college/university and other specialized education of staff member, giving names of Institutions, degrees obtained, and dates of obtainment]

5. Membership of Professional Associations:

6. Other Training:

7. Countries of Work Experience:

[List countries where staff has worked in the last ten years]

8. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]

9. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

From [Year to Year]

Authority:

Positions held:

10. Detailed Tasks Assigned:

[List all tasks to be performed under this Assignment/job]

11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

12. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Full name of staff member

Date:

Place:

Signature of the Applicant

Form VI: Credential Format

Project Description Sheet

(Use separate sheet for each cited Project)

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below:

Assignment Name:		
Project Category according to Category Matrix in clause II.I		
Name and Address of Client:		
Location:		Project cost (in rupees): Built-up Area in sqm:
Start date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in rupees):
Name of Associated Consultants, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		
Reference with Contact name, telephone number and e-mail (if any) for verification of the details provided above		

Name of the Applicant:

*Applicant needs to furnish Completion/Performance Certificate for supporting for all the completed projects as per technical criteria.

Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation

Form VII: Undertaking

Name of Work: *Empanelment of Architects/Urban Designers/ Urban Planners/ Landscape Architects for upcoming projects in Mathura Vrindavan*

I confirm that I/Applicant do not have any pending litigation & non-performing contracts during last 5 years. Further, I/Applicant have not been barred by Government of India/ any State Government/ Government agency, Supreme Court.

I confirm that we do not have any litigations pending with the MVDA as on date of opening of technical Application.

Signature of the consultant with seal

Dated:

Witness:

Address:

Occupation:

Section VI: Standard Conditions (SC)

These Standard Conditions shall apply for all the future work that may be awarded to empanelled architects

1. GENERAL PROVISIONS

1.1. Governing law and jurisdiction

These standard conditions shall be governed by and construed in accordance with the laws of India and any dispute arising out of this project or these terms shall be subject to the exclusive jurisdiction of the courts of district courts of Gautama Buddha Nagar, India, and High court of Allahabad.

1.2. Notices

Any notice, request or consent required or permitted to be given or made pursuant to these standard conditions shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address.

A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.

1.3. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the Authority or the Successful Applicant may be taken or executed by the officials as formally designated by each party as on the effective date of the project.

1.4. Taxes and Duties

1.5. The Consultant and their personnel shall pay such direct and indirect taxes, duties, fees, and other impositions levied under the Government of India Act, the amount of which is deemed to have been included in the Contract Price.

1.6. Fraud and Corruption

“corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

“collusive practices” means a scheme or arrangement between the consultant, with or without the knowledge of the authority, designed to establish prices at artificial, non-competitive levels;

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.7. Measures to be taken

The Authority will cancel the Consultant's engagement, if it is engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract

2. COMMENCEMENT, COMPLETION, MODIFICATION ARBITRATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

2.2. This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as discussed and agreed with the Authority. The date the Contract comes into effect is defined as the Effective Date.

2.3. Commencement of Services

2.4. The Consultant shall begin carrying out the Services from the Effective Date or any such date as specified by the Authority.

2.5. Expiration of Contract

2.6. Unless terminated earlier pursuant to Clause SC 2.10 hereof, these standard conditions shall expire at the end of such time period after the Effective Date as given in the time schedule in RFP Document.

2.7. Modifications or Variations

2.8. Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.9. Force Majeure

Definition: For the purpose of these standard terms, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.10. Termination

By the Authority (MVDA)

The Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) through (vi) of this Clause SC 2.10.1. In such an occurrence the Authority shall give a not less than fifteen (15) days' written notice of termination to the Consultant, and thirty (30) days in the case of the event referred to in (v).

- i. If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing.
- ii. If the Consultant becomes insolvent or bankrupt.
- iii. If the Consultant, in the judgment of the Authority has engaged practices as defined in clause 31.7 in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- v. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- vi. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 38 hereof.

By the Consultant

The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (ii) of this Clause SC 2.10.2.

- i. If the Authority fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Clause 38 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- ii. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 38 hereof.

2.11. Payment and Penalties upon Termination

Upon termination of the Contract pursuant to Clauses SC 2.10.1 or 2.10.2, the Authority shall make the following payments to the Consultant: (a) payment pursuant to Clause 36 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (i) through (iii), and (vi) of Clause SC 2.10.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

If the Contract is terminated on default of the consultant as defined in clause (i) to (iii) and (vi) of clause 2.10.1, then Authority may encash the performance security and/or recover any charges from the Consultant as may be deemed fit by the Authority.

3. OBLIGATIONS OF THE CONSULTANT

3.1. General

The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2. Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

3.3. Conflict of Interests

The Consultant shall hold the Authority's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.4. Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.5. Confidentiality

Except with the prior written consent of the Authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.6. Consultant's Actions

The Consultant shall inform the Authority in writing before taking any of the following actions:

Entering a subcontract for the performance of any part of the Services,

Appointing such members of the Personnel not listed in the team presented in the technical proposal submitted by the consultant

3.7. Reporting Obligations

The Consultant shall submit to the Authority the reports and documents specified in deliverables section of RFP Document, in the form, in the numbers and within the time periods set forth in the RFP Document.

3.8. Documents Prepared by the Consultant to be the Property of the Authority

All designs, models, concepts, plans, reports, other documents, and software submitted by the Consultant under this Contract shall become and remain the property of the Authority, and the Consultant shall, not later than upon termination

or expiration of this Contract, deliver all such documents to the Authority, together with a detailed inventory thereof. All the original images should be submitted to the Authority.

The Consultant may retain a copy of such documents and software. However, for any future use of these documents, the consultant should take approval of the Authority.

3.9. Accounting, Inspection and Auditing

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.

4. CONSULTANT'S PERSONNEL

4.1. Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2. Removal and/or Replacement of Personnel

- i. Except as the Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- ii. If the Authority finds that any of the Personnel have (a) committed serious misconduct or have been charged with having committed a criminal action, or (b) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Authority's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Authority.
- iii. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE AUTHORITY

5.1. Assistance and Exemptions

The Authority shall use its best efforts to ensure that it shall provide the Consultant such assistance as reasonably required for the execution of the project.

6. PAYMENTS TO THE CONSULTANT

6.1. Contract Price

The contract price will be payable in Indian Rupee.

6.2. Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the RFP Document.

7. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. CEO of MVDA Authority shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court as the case may be.

9. ADDITION AND ALTERATION

- 9.1. If it is found after call of tender for development and construction of the project, that the acceptable tender is not within the amount sanction then the Consultant shall if so desired by the Authority take steps to carry out necessary modification in the design and specification to see that tendered cost does not exceed. The Consultant shall not be paid anything extra for such modification. If the Authority is convinced that the trend of market rates is such that work cannot be done within the amount of approved estimate, the Consultant shall submit a revised estimate expeditiously for obtaining revised approval.
- 9.2. The Consultant shall not make any deviation, alterations, additions to or omission from the work shown/ described and awarded to the contractor except through and with prior approval of the CEO, MVDA or any other officer authorized by him, in writing.

10. NUMBER OF DRAWING SETS AND COPY RIGHT

- 10.1. All the estimates, bill of quantities with detailed measurements, detailed designs with calculation, reports and any other details envisaged under this agreement shall be supplied in triplicate and all drawings or other services/ utilities (internal and external) would be supplied by the Consultant as required for submission to all the local bodies and other authorities plus sets required by the Authority itself being no less than ten sets of prints and one reproducible copy in the same size. If there are any revisions of any detail in any of the drawings for any reason same number of drawings shall be reissued without any extra charge. All the drawings will become the property of the Authority and it will have the right to use the same anywhere else but only at its own risk and responsibility.
- 10.2. The drawings cannot be issued to any other person, firm, or authority, except to the associates and sub consultants of the Consultant or used by the Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Authority and / or its authorized representative.

11. ABANDONMENT OF WORK

- 11.1. If the Consultant abandon the work for any reasons whatsoever or become incapacitated from acting as consultant as aforesaid, the Authority may make full use of all or any of the drawings prepared by the Consultant and that the Consultant shall be liable to pay such damages as may be assessed by the Authority subject to a maximum of 10% (Ten percent) of the total fee payable to the Consultant under this agreement.
- 11.2. Provided, however, that in the event of the termination of the agreement being under proper notice as provided in the clause hereinafter, the Consultant shall be entitled to all such fee for the services rendered and liable to refund any excess payment made to him over/and above which is due to him in accordance with the terms of this agreement, for the service rendered by him till the date of termination of the agreement.

12. GUARANTEE

- 12.1. The Consultant shall agree to re-design at his cost any portion of his engineering design work, which due to his failure to use a reasonable degree of design skill, shall be found defective within six months from the date of start of regular use of the portion of work affected.
- 12.2. The Authority shall grant right of access to the Consultant of these portions of the work claimed to be defective for inspection.
- 12.3. The Authority may make good the loss by recovery from the dues of the Consultant in case of failure to comply with the above clause.

13. DETERMINATION OR RECESSION OF AGREEMENT

The Authority without any prejudice to its right against the consultant in respect of any delay by notice in writing absolutely determines the contract in any of the following cases:

- 13.1. If the Consultant being a firm shall pass a resolution or the court shall make any order that the firm shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make up a winding order.
- 13.2. If the Consultant is in breach of any of terms of agreement
- 13.3. When the Consultant has made himself liable for action under any of the cases aforesaid the Authority shall have powers:
- 13.4. To determine or rescind the agreement
- 13.5. To engage another consultant to carry out the balance work debiting the consultant the excess amount if any so spent

14. GENERAL

- 14.1. The Consultant shall be fully responsible for the technical soundness of the work including those of the specialists engaged, if any and ensure that the work is carried out in accordance with drawings, specifications, and conceptual plan.
- 14.2. The Authority will get the work of consultant and/or his sub-consultants supervised/inspected at any time by any officer nominated by him who shall be at liberty to examine the records, check estimate and designs.

- 14.3. The appointment of the Authority's own supervisory staff, if any, does not absolve the Consultant of his responsibility of general supervision. The Consultant shall be responsible for designs of structures and all provisions/ services of the work entrusted to him so as to satisfy their requirement.
- 14.4. The Consultant hereby agrees that the fees to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be against the Authority in respect of any proprietary rights or copy right on the part of any other party relating to the plans, models, and drawings.
- 14.5. The Consultant shall indemnify and keep indemnified the Authority against any such claims and against all cost and expenses paid by the Authority in defending itself against such claims.
- 14.6. It is hereby further agreed between the parties that the stamp duly payable under the law in respect of this agreement shall be borne by the Consultant.

END OF DOCUMENT