

Directorate of Panchayati Raj
Panchayati Raj Department, Uttar Pradesh
,, Address: E- 6 Lohia Bhawan, Aliganj, Lucknow
Contact No.-0522-22322924
(www. panchayatiraj.up.nic.in)

Advt. No.-5 / S.I / 2021-RGSA / 03 / 2018, Dated 05 Feb, 2021

SHORT NOTICE INVITINGE-TENDER

“REQUEST FOR PROPOSAL”(RFP) FOR SELECTION OF AGENCY FOR ARCHITECTURAL CONSULTANCY, RENOVATION& EXECUTION OF WORK, SURVEY & DETAILED INTERIOR DESIGN OF AUDITORIUM OF DEPARTMENT OF PANCHAYATI RAJ, UTTAR PRADESH

Online eBids are invited From Eligible bidders for selection of Agency for providing architectural consultancy, renovation & execution of work, survey & detailed interior design of auditorium as per the particular given below:-

S.N.	Particulars	Date , Time and other Details
1	Date of Publication of e-Bid Notice and Request For Proposal (RFP), Start date & time for bid Submission	08-02-2021, 11:00 am
2	Last Date for Submission of eBids on eTender portal	15/02/2021 upto 11.00 am
3	Site for Submission of eBids	etender.up.nic.in
4	Date of Opening of Technical eBids	15/02/2021 at 03.00 pm
5	Date of Opening of Financial eBids	Would be informed to technically qualified bidders.

The details of submission of eBids, Eligibility criteria, EMD, bid processing fee etc. are available in the RFP document uploaded on the eTender Portal <https://etender.up.nic.in> and the department website "www.panchayatiraj.up.nic.in". Bidders have to visit the website and e tender portal only for any corrigendum /addendum , update , clarification etc .The Authority reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.


Additional Director (Admin)
Panchayat Raj Department
Uttar Pradesh

SHORT TENDER:

RFP for selection of Agency for Architectural Consultancy, Renovation work, investigation, survey & detailed Interior design of Auditorium of Lohia Bhawan ,Panchayati Raj Department , UP

Director

DEPARTMENT OF PANCHAYATI RAJ

Lohia Bhawan , Aliganj, Lucknow

Abbreviations & Definition

S.No	Term	Explanation
1	DoPR	Department of Panchayati Raj
2	DoPR,UP	Department of Panchayati Raj, Uttar Pradesh
3	GoUP	Government of Uttar Pradesh
4	INR	Indian National Rupees
5	TEC	Tender Evaluation Committee
7	Security Deposit	Performance Security
8	EMD	Earnest Money Deposit
9	Client	Department of Panchayati Raj, Uttar Pradesh
16	PRIs	Panchayati Raj Institutions
17	Dr RMLPY	Dr Ram Manohar Lohia Panchayat Shashktikaran Yojna
18	Procuring Entity	DoPR,UP
19	Procurement officer	Nodal officer, DoPR, UP
20	PSD	Performance Security Deposit
21	LD	Liquidated Damages

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1. Invitation to Bid & Schedule of RFP

- 1.1.** Director, Panchayati Raj, UP on behalf of **Department of Panchayati Raj. Invites eBid** for it is intended to invite e-Bids for Agencies for RFP for selection of Agency selection of Agency for Architectural Consultancy, Renovation & Execution of work , survey & detailed Interior design of Auditorium of Lohia Bhawan ,Panchayati Raj Department , UP
- 1.2.** Submission of eBid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
- 1.3.** The DoPR, UP may, at its own discretion, extend the date for submission of eBid. In such case all the rights and obligations of the client and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 1.4.** Office Address: E6, Department of Panchayati Raj, LohiaBhawan Aliganj, Lucknow, UP – 226024
- 1.5.** The tenders will be received through E-tender portal address on above mentioned DoPR's official address and will be opened by Bid Evaluation Committee on scheduled date and time.
- 1.6.** The eBid document is available on eTender portal <https://etender.up.nic.in> and also on Department of Panchayati Raj UP, website www.panchayatraj.up.nic.in Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://etender.up.nic.in> upto the date and time mentioned in the table below:

Table-1: SCHEDULE OF RFP

IMPORTANT DATES AND OTHER INFORMATION	
eBid Reference No.	5/51/2021-RGSA/03/2018 dated 5 feb,2021
Date of Publication on e-Bid Notice and Request For Proposal (RFP)	08/02/2021, 11 a.m
Last Date for Submission of ebids	15-08-2021 up to 11 a.m
Site for Submission of eBids	www.etender.up.nic.in
eBid Inviting Officer	Director, Panchayati Raj, Uttar Pradesh
Contact No	0522-2322924, 2322920
Date of Opening of Technical eBids	15-02-2021 at 3.00 pm
Date of financial opening	Would be informed later to technically qualified bidder
Estimated Cost of the Work	Rs 40 lacs
EMD (Rs 80,000) and Bid Processing Fee Account Details (Rs 500)	A/C Name: Rajeev Gandhi Panchayat Sashktikaran Abhiyan A/C No: 2405101011636 IFSC Code: CNRB0002405 Bank Name: Canara Bank

2. Pre-qualification /Eligibility Criteria

A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria:

S.N o.	Basic Requirement	Specific Requirement	Document Required
1	Legal Entity	The bidder must be registered under Companies Act, 1956/ firm registered .	Certificate of Incorporation / Registration Certificate
2	Financial Turnover of the Company	The Agency average annual turnover of the Consultancy firms for the last three financial years(FY-17-18, 18-19,,19-20) should be at least Rs. 50 Lakhs.	CA Certificate with CA's Registration no and Seal. & P& L account of this effect of last three financial years up to 31-03-2020 should be enclosed
3	Experience of the Agency	The Agency should have 5 Year Experience of Comprehensive Architectural Consultancy Services work etc	Related Work orders / MoUs/ Agreements/Lols etc
4	Projects	Experience of having successfully completed/ongoing similar consultancy services for interior design work during last 3 (Three) years ending last day of the month previous to	Related Work orders / MoUs/ Agreements/Lols/Sa nction Letter/ Completion Certificate

		<p>the one in which applications are invited should be either of the following.</p> <ul style="list-style-type: none"> ➤ Two works costing (Construction Cost) not less than the amount equal to 60% of the estimated Project cost. ➤ One works costing (Construction Cost) not less than the amount equal to 80% of the estimated Project cost. 	
5	Mandatory undertaking	Agency should not be black listed from Central or any State Govt. or PSUs. Undertaking of this has to be submitted by the Bidder.	Undertaking on Agency Letter head by Authorised Representative
6	GST Registration,	Agency should be registered under GSTN .	Copy of the Certificate.
7	EMD and Bid Processing Fee	The bidder should submit the EMD, Bid Processing fees as asked in the tender document	Scanned Copy of the same.

Please note that Joint Venture/Consortium & subletting of work NOT ALLOWED .

3. Scope of Work & Deliverables

THE SCOPE OF COMPREHENSIVE SERVICES SHALL COMPRISE OF THE FOLLOWING :

- I. Architectural Consultancy services from concept ,Preparation of Interior Design & Renovation of Auditorium of Lohia Bhawan.
- II. Acoustical ceiling & Panelling in Auditorium of Panchayati Ra Department.
- III. Other related documents/drawings to execute the project.

Please refer section 4 for more details and specification.

4. Minimum Bill of Quantity

The below are the Minimum specifications to perform the job. Agency can increase the quantity as per their proposed Design. It is advised that bidder do the survey of the Auditorium for understanding of exact requirement.

S.no	Description	Quantity	Unit
	ACOUSTICAL TREATMENT CEILING:		
1	Main Hall: Providing and Fixing of Acoustical False Ceiling beveled edge tiles in Ceiling of size 600x600x15 mm thick The tiles will comprise of NRC 0.50 base panel with humidity resistance of 95% RH and light reflectance upto 85% with Leed points Green Performance certified, and Thermal conductivity K=0.082 W/Mk with sag resistance with normal edge profile.Absoft 15mm for Ceiling tile meet the stringent fire test required having Class 'A' rating for Flame Ignitability test as per ASTM-E-84,Tiles to be laid	425	Sqmt

	on Silhoutte grid system .work complete as per manufacturers specification as directed by engineer in charge.		
2	Providing and Fixing of Gypsum board False ceiling make Saint Gobain with 12.5 mm thick gypsum board.The frame work shell include Providing and fixing of special power pressed G.I sections like ceiling section,Intermediate,Parameter and ceiling angles etc complete with all hardware and accessories.	210	Sqmt
3	AUDITORIUM WALLS(Upper Level) Providing & fixing of Slotted wooden acoustical panels with lineal perforations to be fixed on walls. the panels shell be with melamine laminate finish of size 2440x128mmx15mm with Tongue and Groove edges for seamless mounting having density of 800kg/m3.the back side of panels are perforated with 10mm diameter circular holes with a nonwoven acoustical fabric covering of 0.2mm for Providing sound absorption via the acoustic impedance method.Panel is to be fixed over 12mm thick ply strips over G.I.Section framework fixed on wall 600mm c/c work complete with all material as per direction of engineer in charge	275	Sqmt
4	AUDITORIUM WALLS (Lower Level) & STAGE FACIA, : Providing and fixing wooden Panelling The framework made of Special Power Pressed G.I Sections Studs and Floor on wall at 600mm c/c and 12mm thick BWR Plywood to be fixed G.I Sections with the help of Counter sunk type Screw,after fixing ply 4mm thick Veneer of Approved Shade and Finish shell be pasted on 12mm Ply with the help of glue and headless nails The cavity between framework should be Filled with 50mm thick fibre glass resin bonded Glass wool not less thaen 24kg/cum.all the veneer shell be Duly finished with melamine polish.work complete with all material,labour and fixing as per direction of Architect/Engg in charge.	145	Sqmt

5	Providing and Fixing of 100mm wide wooden Skirting over wall Panelling duly Polished	125	Rmt
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5. Time Schedule

5.1. An agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched /mailed to the Bidder.

5.2. The entire assignment has to be completed within a period as mentioned below:

S.NO	Activity	Duration
1	Signing of Agreement with successful bidder	T1
2	Submission of Drawing & Materials/ Electronic items	T2=T1 +3 Days
4	Completion of the Job as per Scope of work	T3=T2+ 20 Days

6. Penalty

DoPR may impose penalty as per below criteria:

S.NO	Service	Penalty in Case of Default
1	Delay in work	2% of the cost per week.
2	Quality of work	As per decision of Director , PR.

7. Payment Terms

The Selected Agency will be required to raise an invoice on as per payment schedule given below.

S.NO	Activity	Milestone
1	Signing of Agreement with successful bidder	NIL
2	Submission of Drawing & delivery of materials/ Items as per BOM	60 %
4	Completion of the Job as per Scope of work	40 %

8. Instruction to bidders

8.1. Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited if an Agency:-

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Agency fails to sign the contract within the stipulated time

8.2. Procedure for submission of bids

8.2.1. Bid submission shall be submitted online on <http://etender.up.nic.in>.

- 8.2.2. Bids will be opened on the prescribed date and time. If happens to be a holiday, it will be opened on next working day with same place and time.
- 8.2.3. These bids would be valid for a period of 180 days from the date of opening.
- 8.2.4. DoPR will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the bids online beyond the Bid submission end date & time as mentioned in Schedule of RFP.
- 8.2.5. The bids submitted by fax/ E-mail /manually etc. shall not be considered. No correspondence will be entertained on this matter.
- 8.2.6. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained on the Pre bid meeting date as mentioned in Document.
- 8.2.7. In case, the day of bid submission is declared Holiday by Govt. of UP, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- 8.2.8. Bids not submitted as per the specified format and nomenclature may be out rightly rejected.
- 8.2.9. Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- 8.2.10. DoPR, at any time during the course of evaluation of the bids, may seek verbal or written clarifications from the bidders, which may be in the form of product demonstration, presentation, undertaking, declaration, reports, datasheets, etc., if DoPR finds the information in the submitted bids to be insufficient/ambiguous/deviant or of any such nature that hinders the

evaluation committee from arriving at a clear decision. It will entirely be at DoPR discretion whether to seek clarifications or not, and what clarifications to seek, or take any other action as per the guidelines provided in the tender.

8.2.11. The packets as mentioned below have to be uploaded online on the UP Govt. e-procurement portal <http://etender.up.nic.in/> For this the Agencies must have obtained a class 2 digital signature certificate as described on the aforementioned portal.

Cover -1	<p>Folder-1: This cover will contain the scanned copy of Fee receipt and their details submitted through online, Prequalification/ Eligibility proposal and Technical bid. The details are as follows:</p> <p>The file should be saved in a PDF version and marked as “Eligibility<Bidder’s Name>.pdf” and should comprise of the following items:</p> <p>Compliance Sheet for Pre-qualification/Eligibility Criteria Annexure-II with Supporting Documents.</p> <p>The PDF file not containing the above documents or containing the technical or in explicit/implicit form will lead to rejection of the bid.</p> <p>All the bids documents must be digitally signed by the authorized signatory of the company. In case the</p>
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	<p>bid is signed by anyone other than the authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p> <p>All pages of the bid being submitted must be sequentially numbered by the bidder.</p> <p>Folder 2: Technical Proposal/Bid :</p> <p>The file should be saved in a PDF version and marked as “Technical<Bidder’s Name >.pdf” and should comprise of the following items:</p> <p>Technical Proposal: Annexure III, Annexure VIII with all Supporting Documents</p> <p>All the bids documents must be digitally signed by the authorized signatory of company. In case the bid is signed by the other than authorized signatory of company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid. All pages of the bid being submitted must be sequentially numbered by the bidder.</p>
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Cover-2	<p>The .pdf file where the bidder is quoting must be saved as "Finbad_Biddername.xls".</p> <p>It must contain the following information-</p> <ul style="list-style-type: none"> ✓ BOQ as per the Annexure-IV <p>All the bid documents must be digitally signed by the authorized signatory of the company. In case the bid is signed by other than authorized signatory of the company, the bidder must enclose authorization letter from HR department of the company for the officer, who signed the bid.</p>
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8.3. Cost of ebid document

8.3.1. The Bidder shall bear all costs associated with the preparation and submission of its eBid.

8.3.2. The Bidder is expected to carefully examine all instructions, forms, terms and specifications in the eBid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

8.4. Amendment of bid document

8.4.1. At any time prior to the deadline for submission of eBid, BEC may, for any reason, whether at its own initiative or in response to a clarification requested

by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

8.4.2. It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the DoPR, GoUP shall not be responsible for any negligence on part of the Bidder.

8.4.3. In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, DoPR, GoUP at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal <https://etender.up.nic.in>.

8.5. Language of ebids

The eBids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Client, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

8.6. Late eBids

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the

eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBid are not submitted in time due to any reasons.

8.7. Only tenders complete in all respect and received on or before the due date and time shall be considered.

8.8. The bid shall be valid for a period for 180 days from the date of opening of the tenders.

8.9. The bidders should satisfy themselves before submission of the tender to Department that they meet the qualifying criteria and capability as laid down in the tender document.

8.10. DoPR, UP reserves the right to reject any or all tenders without assigning any reasons whatsoever. DoPR, UP reserves the right to disqualify such Tenderers who have a record of not meeting contractual obligation against earlier contract entered with Department.

8.11. Opening of Bids

8.11.1. The bid shall be opened by the bid evaluation committee constituted by the DoPR at the time, date and place specified in the bidding document in the presence of the Bidders or their authorised representatives, who may choose to be present. Though Presence of bidders are not necessary.

8.12. Selection Method

8.12.1. **The basis of selection will be based on L1 Method.** Technically qualified Agency quoting lowest quote would be awarded the work. The Minimum

qualifying marks is 70% at Technical stage against technical evaluation criteria in which 70 % score is mandatory in Design section as well. Those bids getting score less than 70% would be treated disqualified and would not be eligible for financial opening stage.

8.12.2. All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the bidder.

8.12.3. The bidder meeting all the eligibility criteria and other conditions as stated in the RFP shall be considered for Technical Evaluation. The Technically qualified bidder would be taken to next stage i.e financial bid opening.

8.13. Technical Evaluation Criteria

8.13.1. The eTender Committee (ETC) will examine the eligibility of the bidders as per the tender specifications. eBids not satisfying the eligibility criteria will be rejected.

8.13.2. Subsequently, the ETC would examine the technical details as per Technical evaluation Criteria given in table 5 and may ask the Agencies for additional information. On request from the ETC, the Agencies will submit additional information, within the time limit set by ETC. The decision on time limit decided by ETC will be final. Bids of the Agencies failing to adhere to the specified time limit will be rejected.

8.13.3. The ETC may decide to verify the information submitted by the Agencies by visiting their offices or their client's offices. The Agencies would organize such visits as per the schedule given by the ETC failing which the ETC may take their own decisions with respect to the technical capabilities of the Agency.

Table 5: Technical Evaluation Criteria

S.N	Criteria	Requirements	Maximum Marks	Supporting Documents
1	Design	Design include interior design, , false ceiling design etc	40	Design Document
2	The Agency average annual turnover of the Consultancy firms for the last three financial years should be at least Rs. 50 Lakhs.	Rs 50 to 100 lac= 5 Marks, Rs 100 lac above = 10 marks	10	CA Certificate
3	The Agency should have 5 Year Experience of Comprehensive Architectural Consultancy Services work etc	5-10 Year= 5 Marks, 10 above = 10 Marks	10	Work order/MoU/ LOI/ Completion Certificate
3	List of Key Personnel with their qualifications and experience. Proof of registration with COA of owner/partners of the firm.		10	Please attach CV

4	<p>Experience of having successfully completed/ongoing similar consultancy services for interior design work during last 3 (Three) years ending last day of the month previous to the one in which applications are invited should be either of the following.</p> <ul style="list-style-type: none"> ✓ Two works costing (Construction Cost) not less than the amount equal to 60% of the estimated Project cost. ✓ One works costing (Construction Cost) not less than the amount equal to 80% of the estimated Project cost. 		10 marks	Work order/MoU/ LOi/ Completion Certificate
4	1 No. Council of Architecture. New Delhi Min.20 Years old Registration Certificate		10 Marks	Certificate Copy

5	Approach & Methodology		20 Marks	Write up
	Total Marks		100	
<p><i>Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 Marks from the technical evaluation criteria as well as 70 % marks in Design section would be considered technically qualified.</i></p>				

8.14. Financial Bid

Financial Bid in (percentage %) is to be quoted by bidder should be competitive, genuine and it should be inclusive of all taxes (GST).

It is hereby clarified that the actual payment to the Agency, under the Contract, shall be restricted to the aforesaid percentage of the Estimated Project Cost or that of the actual Project Cost, whichever is lower.

8.15. Award of Contract

On written communication from DoPR, UP office about their selection as Service Provider agency, the Agency will sign the contract within 3 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. If the selected Agency fails to sign the contract within the stipulated period, ETC will extend the opportunity to the next highest scorer.

8.16. Clarification of Bids

8.16.1. To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its bid. The committee's request for clarification and the response of the Bidder shall be in writing.

8.16.2. Any clarification submitted by a Bidder with regard to its bid that is not in response to a request by the committee shall not be considered.

8.17. Evaluation & Tabulation of Technical Bids

8.17.1. Preliminary Examination of Bids

- a. The tender evaluation committee constituted by the DoPR shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the:
 - Bid is unconditional, and the Bidder has agreed to give the required performance security; and
 - Other conditions, as specified in the bidding document are fulfilled.

8.17.2. Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding document and the provisions of pre-qualification/eligibility criteria of the bidding document.
- b. A responsive bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
 - i. "Deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the DoPR rights or the Bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other Bidders presenting responsive bids.

8.18. Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the bid that do not constitute a material deviation, reservation or omission, the bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the Bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, Technical Certificates, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the Bidder under (b) above.

8.19. Tabulation of Technical Bids

- a. Technical bids shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the Bidders against the technical qualification criteria set out in the RFP.

8.20. Exclusion of Bids/ Disqualification

- a. A DoPR shall exclude/ disqualify a bid, if: -
 - i. The information submitted, concerning the qualifications of the Bidder, was false or constituted a misrepresentation; or
 - ii. The information submitted, concerning the qualifications of the Bidder, was materially inaccurate or incomplete; and
 - iii. The Bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. The bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. The Bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. A Bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b. A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c. Every decision of a procuring entity to exclude a bid shall be for reasons to be

recorded in writing and shall be: -

- i. communicated to the concerned Bidder in writing;
- ii. Published on the Department website.

8.21. Information and publication of award

Information of award of contract shall be communicated to all participating Bidders and published on the respective website(s) as specified in advt.

8.22. DoPR right to accept or reject any or all bids

- a. The DoPR reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the Bidders.

8.23. Execution of Agreement

- a. An Agreement shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the Bidder.
- b. The successful Bidder shall sign the agreement within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful Bidder.
- c. If the Bidder, whose bid has been accepted, fails to sign a written rate contract agreement or fails to furnish the required performance security within specified period, the DoPR shall forfeit the EMD of the bidder.
- d. The Bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Uttar Pradesh only.

8.23.1. Cancellation of procurement process

- a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the DoPR from initiating a new procurement process for the same subject matter of procurement, if required.
- b. A DoPR may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - c. at any time prior to the acceptance of the successful bid; or
 - d. After the successful bid is accepted in accordance with (d) and (e) below.
 - e. The DoPR shall not open any bids or proposals after taking a decision to cancel the procurement.
 - f. The decision of the DoPR to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidders that participated in the procurement process and would be published on department website and etender site.

8.23.2. **Code of Integrity for Bidders**

- a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b. The code of integrity includes provisions for: -
 - i. Prohibiting
 - Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

- Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - Any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - Improper use of information shared between the DoPR and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - Any financial or business transactions between the Bidder and any officer or employee of the DoPR;
 - Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - Any obstruction of any investigation or audit of a procurement process;
- ii. Disclosure of conflict of interest;
- iii. Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c. Without prejudice to the provisions below, in case of any breach of the code of integrity by a Bidder or prospective Bidder, as the case may be, the procuring entity may take appropriate measures including: -

- i. exclusion of the Bidder from the procurement process;
- ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- iii. forfeiture or encashment of any other security or bond relating to the procurement;
- iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- vi. Debarment of the Bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

8.23.3. **Interference with Procurement Process**

A Bidder, who: -

- a. withdraws from the procurement process after being declared the successful Bidder;
- b. fails to enter into procurement contract after being declared the successful Bidder;
- c. Fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful Bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 10 lakh rupees apart from it any other recourse available with law.

8.23.4. Appeals

- a. Subject to “Appeal not to lie in certain cases” below, if any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the DoPR is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the DoPR, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - i. Provided that after the declaration of a Bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a Bidder who has participated in procurement proceedings:
- b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the Bidder or prospective Bidder or the DoPR is aggrieved by the order passed, the Bidder or prospective Bidder or the DoPR, as the case may be, may file a second appeal to below designated officer in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it off within 30 days from the date of filing of the appeal:
- e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

First Appellate Authority: Director, DoPR, UP

Second Appellate Authority: Additional Chief Secretary/Pr. Secretary/Secretary, DoPR, GoUP.

- f. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the Bidder or the DoPR, shall be disclosed in a proceeding under an appeal.

8.23.5. **Stay of procurement proceedings**

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if satisfied that failure to do so is likely to lead to miscarriage of justice.

8.23.6. **Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other Bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of

procurement, whichever is less, apart from it any other recourse available with law.

8.23.7. **Offenses by Firms/ Companies**

- a. Where an offence has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the Company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b. Notwithstanding anything contained in (a) above, where an offence has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c. For the purpose of this section-
 - i. "Company/Agency" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and

- ii. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

8.23.8. **Debarment from Bidding**

- a. A Bidder shall be debarred by the DoPR if he has been convicted of an offence
 - i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. A Bidder debarred under (a) above shall not be eligible to participate in a procurement process of any DoPR for a period not exceeding three years commencing from the date on which he was debarred.
- c. If a DoPR finds that a Bidder has breached the code of integrity prescribed in terms of "Code of Integrity for Bidders" above, it may debar the Bidder for a period not exceeding three years.
- d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a Bidder has been forfeited by a procuring entity in respect of any procurement process or procurement

contract, the Bidder may be debarred from participating in any procurement process undertaken by the DoPR for a period not exceeding three years.

- e. The DoPR, as the case may be, shall not debar a Bidder under this section unless such Bidder has been given a reasonable opportunity of being heard.

8.23.9. **Monitoring of Contract**

- a. As Nodal officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b. During the delivery period the Nodal officer/CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected Bidder's premises where the work is being completed may be inspected.
- c. If delay in delivery of goods and service is observed a performance notice would be given to the selected Bidder to speed up the delivery.

9. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

- Bidders should read these conditions carefully and comply strictly while sending their bids. Definitions For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -
- “Contract” means the Agreement entered into between the DoPR,UP and the successful/ selected Bidder together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- “Contract Price” means the price payable to the successful/ selected Bidder as specified in the work order subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- “Day” means a calendar day.
- “Delivery” means the transfer of the Services from the successful/ selected Bidder to the DoPR,UP in accordance with the terms and conditions set forth in the Contract.
- “Completion” means the fulfilment of the related services by the successful/ selected Bidder in accordance with the terms and conditions set forth in the Contract.
- “DoPR”/”Procuring Authority” means the entity procuring the services, as specified in the bidding document.
- “Supplier/ Successful or Selected Bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been

accepted by the DoPR and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected Bidder.

- “The Site,” where applicable, means the designated project place(s) named in the bidding document.

Note: The Bidder shall be deemed to have carefully examined the conditions of the services to be rendered. If the Bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the DoPR and get clarifications.

9.1. Contract Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

9.2. Interpretation

- a. If the context so requires it, singular means plural and vice versa.
- b. Entire Agreement: The Contract constitutes the entire agreement between the DoPR and the Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and

conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

9.3. Language

- a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected Bidder and the DoPR,UP, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b. The successful/ selected Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- c.

9.4. Notices

- a. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

9.5. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Utter Pradesh State/ the Country (India), unless otherwise specified in the contract.

9.6. Delivery of services

- a. Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected Bidder's by DOPR,UP
- b. The contract for the services can be repudiated at any time by the DoPR, if the service delivery is not made to his satisfaction after giving an opportunity to the Bidder of being heard and recording the reasons for repudiation.

9.7. Selected Bidder’s Responsibilities

The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

9.8. Bidder’s Responsibilities

The Bidder shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

9.9. Contract Price

The Contract Price would be price quoted by the bidder in their financial bid shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

9.10. Recoveries from Selected Bidder

Recovery of liquidated damages or penalties shall be made ordinarily from bills. The DoPR shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the DoPR. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with DoPR, UP. The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the DoPR shall take recourse to law in force.

9.11. Copyright

The copyright in all materials containing data and information furnished to the Bidder by the Selected Bidder herein shall remain vested in the DoPR, UP, or, if they are furnished to the Bidder directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

9.12. Confidential Information

- a. The Bidder (and the Selected Bidder) shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

- b. The DoPR shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received from the Bidder for any purpose other than the procurement, or other work and services required for the performance of the Contract.
- c. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Bidder or Selected Bidder need to share with DoPR, UP or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- d. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

9.13. Specifications and Standards

The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard

shall be equivalent or superior to the official standards whose application is appropriate.

9.14. Performance Security Deposit

- a. Performance security shall be Rs 10 % as a Bank Guarantee/DD(inm favour of Director, Panchayati Raj, Uttar Pradesh".
- b. The selected Bidder will furnish a Bank Guarantee in the specified form by scheduled Banks as performance security towards this contract.
- c. The Successful Bidder shall at his own expense, deposit with DoPR, UP, within seven (7) working days of the date of notice of award of the contract or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to DoPR, UP, payable on demand, for the due performance and fulfilment of the contract by the selected Bidder.
- d. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the selected Bidder.
- e. The performance bank guarantee shall be valid till the Expiry of Agreement plus Three months, subject to annual renewals.
- f. The Performance Bank Guarantee may be discharged/ returned by DoPR, UP upon being satisfied that there has been due performance of the obligations of the selected Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- g. In the event of the selected Bidder being unable to service the contract for whatever reason, DoPR, UP would revoke the PBG. Notwithstanding and

without prejudice to any rights whatsoever of DoPR, UP under the Contract in the matter, the proceeds of the PBG shall be payable to DoPR, UP as compensation for any loss resulting from the selected Bidder's failure to complete its obligations under the Contract. DoPR, UP shall notify the selected Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the selected Bidder is in default.

- h. DoPR, UP shall also be entitled to make recoveries from the selected Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

9.15. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected Bidder to pay liquidated damages to the DoPR; and
- b. The aggregate liability of the selected Bidder to the DoPR, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

9.16. Force Majeure

- a. The selected Bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or

other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected Bidder. Such events may include, but not be limited to, acts of the Bidder in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the selected Bidder shall promptly notify the DOPR,UP in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DOPR,UP, the selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the DOPR,UP, the DOPR,UP may take the case with the selected Bidder on similar lines.

9.17. Change Orders and Contract Amendments

- a. The DoPR may at any time order the selected Bidder through Notice, to make changes within the general scope of the Contract up to 10 % of the services.

- b. If any such change causes an increase or decrease in the cost of, or the time required for, the selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected Bidder's receipt of the change order.
- c. Prices to be charged by the selected Bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected Bidder for similar services.

9.18. Termination

a. Termination for Default

- I. The tender sanctioning authority of DoPR,UP may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the contract in whole or in part:
 - a) If the selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DoPR,UP; or
 - b) If the selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c) If the selected Bidder, in the judgement of the Bidder, is found to be

engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d) If the selected Bidder does not meet the agreed timelines/SLAs, DoPR,UP may issue a notice to the selected Bidder and if the selected Bidder does not respond the notice or reply is not satisfactory in such case work order may be terminated.

e) If the selected Bidder commits breach of any condition of the contract.

II. If DoPR, UP terminates the contract in whole or in part, amount of PSD may be forfeited.

III. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b. Termination for Insolvency

DoPR, UP may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DoPR, UP.

c. Termination for Convenience

I. DoPR,UP, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the either party convenience, the extent to which performance of the selected

Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

9.19. Settlement of Disputes

- a. General: If any dispute arises between the selected Bidder and DoPR,UP during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected Bidder on the points of dispute. The representation so received shall be examined by the concerned BEC Committee which sanctioned the tender. The Committee may take legal advice of a counsel and then examine the representation. The selected Bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected Bidder.
- b. Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Committee BEC, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (DoPR,UP)
 - i. Director DoPR,UP : Chair Person
 - ii. Deputy Director, DoPR,UP cum nodal officer (RGSA) : Member
 - iii. CFO/Finance Controller, DoPR,UP : Member

- iv. A Legal Expert nominated by the Director : Member
- c. Procedure for reference to the Standing Committee: The selected Bidder shall present his representation to the Director, DoPR, UP along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected Bidder shall prepare a reply of representation and shall represent the DoPR,UP's stand before the standing committee. From the side of the selected Bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected Bidder and DoPR,UP. The standing committee, if it so decides, may refer the matter to the Additional Chief Secretary / Principal Secretary /Secretary of DoPR,UP for further decision.
- d. **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court at Lucknow, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

ANNEXURE-I

BID COVER LETTER & FORMAT COVER LETTER

{to be submitted by the bidder on his Letter head}

To,

The Director

Panchayati Raj

Uttar Pradesh

Lucknow

Reference: NIT No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the organisation is ready to work as per terms and condition mentioned in the tender Document.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance
Panchayati Raj Department, Govt. of UP

thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE-II

PRE-QUALIFICATION/ ELIGIBILITY BID

S.No.	Basic Requirement	Specific Requirement	Document Required/Details	Compliance
1	Name of the Firm / Company			
2	Registered Office / Business address of the Agency			
3	Name of Contact Person			
4	Tel. / Mob No.			
5	Email.			

S.No.	Basic Requirement	Specific Requirement	Document Required	Compliance/page no
1	Legal Entity	The bidder must be registered under Companies Act, 1956/ firm registered .	Certificate of Incorporation / Registration Certificate	

2	Financial Turnover of the Company	The Agency average annual turnover of the Consultancy firms for the last three financial years(FY-16-17, 17-18,,18-19) should be at least Rs. 50 Lakhs.	CA Certificate with CA's Registration no and Seal. & P& L account of this effect of last three financial years up to 31-03-2019 should be enclosed	
3	Experience of the Agency	The Agency should have 5 Year Experience of Comprehensive Architectural Consultancy Services work etc	Related Work orders / MoUs/ Agreements/Lols etc	
4	Projects	Experience of having successfully completed/ongoing similar consultancy services for interior design work during last 3 (Three) years ending last day of the month previous to the one in which applications are invited should be either of the following. <ul style="list-style-type: none"> ➤ Two works each costing (Construction Cost) not less than the amount equal to 60% of the estimated Project cost. ➤ One works costing (Construction Cost) not less than the amount equal to 80% of the estimated Project cost. 	Related Work orders / MoUs/ Agreements/Lols/ Sanction Letter/ Completion Certificate	

5	Mandatory undertaking	Agency should not be black listed from Central or any State Govt. or PSUs. Undertaking of this has to be submitted by the Bidder.	Undertaking on Agency Letter head by Authorised Representative.	
6	GST Registration,	Agency should be registered under GSTN .	Copy of the Certificate.	
7	EMD and Bid Processing Fee	The bidder should submit the EMD, Bid Processing fees as asked in the tender document	Scanned Copy of the same.	

ANNEXURE-III TECHNICAL PROPOSAL FORM

S.No	Criteria	Requirements	Maximum Marks	Supporting Documents	Page no
1	Design	Design include interior design, false ceiling design etc	40	Design Document	
2	The Agency average annual turnover of the Consultancy firms for the last three financial years should be at least Rs. 50 Lakhs.	Rs 50 to 100 lac= 5 Marks, Rs 100 lac above = 10 marks	10	CA Certificate	
3	The Agency should have 5 Year Experience of Comprehensive Architectural Consultancy Services work etc	5-10 Year= 5 Marks, 10 above = 10 Marks	10	Work order/MoU/ LOI/ Completion Certificate	
3	List of Key Personnel with their qualifications and experience. Proof of registration with COA of owner/partners of the firm.		10	Please attach CV	

4	<p>Experience of having successfully completed/ongoing similar consultancy services for interior design work during last 3 (Three) years ending last day of the month previous to the one in which applications are invited should be either of the following.</p> <ul style="list-style-type: none"> ✓ Two works costing (Construction Cost) not less than the amount equal to 60% of the estimated Project cost. ✓ One works costing (Construction Cost) not less than the amount equal to 80% of the estimated Project cost. 		10 marks	Work order/MoU/ LOI/ Completion Certificate	
4	1 No. Council of Architecture. New Delhi Min.20 Years old Registration Certificate		10 Marks	Certificate Copy	
5	Approach & Methodology		20 Marks	Write up	

	Total Marks	100		
<p><i>Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 Marks from the technical evaluation criteria as well as 70 % marks in Design section would be considered technically qualified.</i></p>				

ANNEXURE-IV

FINANCIAL BID

S.NO	Item Description	Units	Estimated Cost of work in lacs (Excluding GST)	Amount in lacs	Amount in words
1	As per Scope of work	As per BOQ mentioned in RFP	Rs 40 Lacs	Rs 40 Lacs	Forty lacs
2	Quoted Rates in figures		Less (How much against the estimated cost in %) Excess (How much against the estimated cost in %)	in % (to be quoted by bidder)	

Note:

1. GST would be payable extra to Agency as applicable.
2. Rates must be quoted in %.
3. Bids offered should be unconditional. Conditional bid/bids shall be summarily rejected.

ANNEXURE IV

CHECKLIST

S.No	Particulars
1	Bid Cover Letter- Annexure I
2	EMD :UTR RECIEPT
3	Bid Processing Fee : UTR RECIEPT
4	Pre-qualification Bid : Annexure II
5	Technical Proposal : Annexure III
6	Financial Proposal : Annexure IV