

# **Shri Kashi Vishwanath Special Area Development Board (SKVSADB)**

**Invites  
Request for Proposals for  
Appointment of a Consultant for  
“Development of Kashi Vishwanath Mandir,  
Manikarnika Ghat and Access from Mandir to Ghat  
at Varanasi, Uttar Pradesh”**

**Date: 07-Sep-2018**

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## Disclaimer

The information contained in this Request for Proposal (RFP) document provides the terms and conditions set out for the selection of a professional firm/consultant for preparing a Master Plan and providing Architectural and Engineering Design Development services for Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh for **Shri Kashi Vishwanath Special Area Development Board (SKVSADB)**. Subsequently, if required, further information or clarification shall be provided to the firm/consultant, whether verbally or in documentary or any other form as appropriate by or on behalf of *SKVSADB*.

This RFP is not an agreement and is neither an offer nor invitation by *SKVSADB* to the prospective Bidders or any other firm or person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their proposals pursuant to this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by *SKVSADB* in relation to the consultancy work referred to in this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for *SKVSADB*, its employees or advisors to consider the objectives, financial situation, technical expertise and particular needs of each party who reads or uses this RFP document.

The information provided in this RFP document is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. *SKVSADB* accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. *SKVSADB*, its employees and advisors make no representation or warranty and shall have no liability to any firm or person, including any Consultant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in participation of Bidder(s) and selection procedure.

The issue of this RFP document does not imply that *SKVSADB* is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project. *SKVSADB* reserves the right not to proceed with the selection or to change the procedure of evaluation/selection to be applied, as well as the right to decline any Bid from processing further at any stage. *SKVSADB* reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

## 1. Introduction

### 1.1. Project Background

**Varanasi** also known as Banaras or Kashi, is a city on the banks of the Ganges in Uttar Pradesh state of North India. A major religious hub in India, it is the holiest of the seven sacred cities (Sapta Puri) in Hinduism and Jainism, and has played an important role in the development of Buddhism and Ravidassia. Varanasi lies along National Highway 2, which connects it to Kolkata, Kanpur, Agra, and Delhi, and is served by Varanasi Junction railway station and Lal Bahadur Shastri International Airport.

**Kashi Vishwanath Mandir** is one of the most famous Hindu temples dedicated to Lord Shiva. It is located in Varanasi, Uttar Pradesh, India. The temple stands on the western bank of the holy river Ganga, and is one of the twelve Jyotirlingas, the holiest of Shiva temples. The main deity is known by the name Vishvanatha or Vishveshvara meaning Ruler of The Universe. Varanasi city is also called Kashi, and hence the temple is popularly called Kashi Vishwanath Mandir. **Manikarnika Ghat** is one of the holiest among the sacred riverfronts (ghats), alongside river Ganga. It is believed that a dead human's soul finds salvation (moksha), when cremated here. Thus, scores of elderly people across the whole country seek to walk up to its edges, and spend their last days absorbing the charisma of the ghat - which makes even death painless and insignificant to be pondered upon.

### About Client

**Shri Kashi Vishwanath Special Area Development Board** has been formed under U.P. Act No. to create, formulate, implement, regulate and maintain the Special Area under its jurisdiction for developing and maintaining the cultural, spiritual, mythological and architectural aesthetics in such are to promote tourism in consonance with the rich cultural heritage thereof.

Major functions of the Board but not limited to are;

- To prepare a plan for the Special Development Area.
- To prepare a plan for rehabilitation, as may be required
- To conserve the heritage that falls under its jurisdiction

### 1.2. Objective of this RFP

SKVSADB referred as 'Client' hereinafter, through this RFP, hereby invites professional design consultancy services for 'Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh'. The objective of this RFP is to select a consultant to avail consultancy services for the scope of work as mentioned in this RFP for the said project in Technical and Financial basis as set forth in this document.

## 2. Instructions to bidder

### 2.1. Documents Constituting RFP

The RFP documents comprise the following and are to be read together:

- i) This RFP document, and

- ii) Other addendum documents, if any, constituting any notices, clarifications, Minutes of Meetings, Circulars, amendments, modifications to the RFP document or its constituent parts.

## **2.2. Process of Bidding and Selection of Consultant**

- i) A combined Quality and Cost Based Selection (QCBS) process shall be adopted for the selection of the Consultant.
- ii) Those Consultants, who submit their Proposals, shall be called Bidders. The Bidders are required to prepare and submit their proposals in accordance with the terms set forth in this RFP.
- iii) The Proposal shall be submitted through e-tendering process in <https://etender.up.nic.in> by the Due Date and time stated in the RFP.
- iv) The Bidders are required to submit their Proposals comprising of Proposal Fees, Technical Proposal and Financial Proposal. The Proposal will form the basis of evaluation and selection of the Bidders.
- v) Any Proposal not containing the Proposal Fees, i.e. Tender Fee and Earnest Money Deposit (EMD), shall be rejected summarily.
- vi) The first stage in the selection process shall be evaluation of the Technical Proposal submitted by the Bidders. The purpose of evaluating the Technical Proposal is to ensure the technical expertise and financial capability of the Bidder to provide consultancy services as required. Financial Proposals of only those Bidders qualifying in the Technical Proposal shall be opened.
- vii) The final selection of the firm/consultancy will be on the basis of the Final Composite Score (FCS) derived by combining the Technical Score (TS) and the Financial Score (FS) with **80% and 20%** ratio respectively. However, the Client reserves the right to reject any proposal, irrespective of its Final Composite Score. The Client's decision in this regards shall be considered final and binding to all.
- viii) The Client also reserves the right to reject any proposal, irrespective of its Final Composite Score, if the bidder has quoted consultancy fees so low that, in the opinion of Client, such a Bidder may not be able to perform the required services with respect to this RFP, The Client's decision in this regard shall be considered final and binding to all.
- ix) The Bidders are advised to visit the site and examine the parameter and scope of work in detail, and to carry out, at their own cost, such studies, investigation & analysis as may be required for preparing and submitting their respective Proposals.
- x) The Bidder selected by the Client following the evaluation procedure shall be called Technical Consultant. After selection and subsequent negotiations, if any, a letter of award shall be sent to the Technical Consultant, after which an Agreement shall be signed between the Client and the Technical Consultant.
- xi) The statements and explanations contained in this RFP are intended to provide a broad understanding to the Bidders about the subject matter of this RFP and should

not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Technical Consultant set forth in the Agreement or Client's rights to amend, alter, change, supplement or clarify the scope of work, to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Client.

### 2.3. Schedule and Important Dates

- i) The Client shall endeavour to adhere to the following schedule. However, the Client may, at their sole discretion, extend the dates by issuing an Addendum.

Table 1: Important Dates and Timeline for Bidding Process

Sr. No.	Event/ Activity Description	Date
1	Advertisement of RFP	07/09/2018
2	Pre Bid Meeting	13/09/2018
3	Last date for receiving queries	13/09/2018
4	Clarifications by Client	15/09/2018
5	Last date for submission of Proposal in physical form	27/09/2018
6	Opening of Proposals	27/09/2018
7	Presentation by Qualified Bidder	5/10/2018
8	Opening and Evaluation of Financial Proposals	07/10/2018

### 2.4. Clarifications

- i) Bidders requiring any clarification on this RFP may send their queries by post to Shri Kashi Vishwanath Special Area Development Board (SKVSADB) Room No 12 VDA Office Panna Lal Park Raja Udai Pratap Marg Varanasi 221002 or send their queries through e-mail, in MS Word 2003 format only, to [ceoskvparishad@gmail.com](mailto:ceoskvparishad@gmail.com) before the time and date mentioned in the Schedule and Important Dates hereinabove in this RFP.
- ii) The Client shall endeavour to respond to all queries within the period specified therein. The responses will be sent by post, fax or e-mail. The Client may, if found necessary, send replies to all such queries without identifying the source of queries.
- iii) The Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Client to respond to any question or to provide any clarification.

### 2.5. Amendment of RFP

- i) The Client may, at any time prior to the Proposal Due Date, for any reason whether at its own initiative or in response to the clarifications requested by a Bidder, modify

the RFP document by issuing an Addendum/Amendment which shall be binding to all Bidders.

## 2.6. Contact Details

- i) All communications including the submission of the Proposal shall be addressed to:  
Vishal Singh, C.E.O , Vishwanath Vishishta Kshetra Vikas Parishad (SKVSADB)  
Room No 12 VDA Office Panna Lal Park Raja Udai Pratap Marg Varanasi 221002
- ii) All the communications including the envelopes containing the Proposal, shall be marked with RFP Title as following, in addition to the details as required under this RFP:

Request for Proposals for Appointment of a Consultant for “Comprehensive Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh”

The bidders may, for any queries regarding this RFP, send an email to ceoskvparishad@gmail.com as per the timeline and manner specified in this RFP, and may Vishal Singh, C.E.O , Vishwanath Vishishta Kshetra Vikas Parishad (SKVSADB) Room No 12 VDA Office Panna Lal Park Raja Udai Pratap Marg Varanasi 221002

Ph: +917518102802, email – ceoskvparishad@gmail.com

## 2.7. Minimum Eligibility Criteria

i) The Bidder / Consultant shall full-fill all of the following minimum eligibility criteria:

Sr. No.	Eligibility Criteria	Documents Required
1	The Bidder shall be a registered Company.	<ul style="list-style-type: none"> <li>Sole Proprietor or Partnership firm registered under the Partnership Act. OR Certificate of Incorporation/ Registration under Companies Act, 1956</li> <li>Memorandum and Articles of Association.</li> </ul>
2	The Bidder shall have been in operation for a period of at least 10 years in India, prior to the last date of submission of bid.	<ul style="list-style-type: none"> <li>Sole Proprietor or Partnership firm registered under the Partnership Act. OR Certificate of Incorporation/ Registration under Companies Act, 1956</li> <li>Memorandum and Articles of Association.</li> </ul>
3	The Bidder shall have an average annual turnover of <b>INR 20 Crore</b> from consultancy services (in India operations only) and a positive Net Worth, from last three financial years (Financial years 2014-15, 2015-16 and 2016-17).	<ul style="list-style-type: none"> <li>Audited Financial Statement</li> <li>Statutory auditor's certificate OR certificate from Company Secretary of the bidder clearly specifying the annual turnover and net worth for the specified years</li> </ul>
4	The Bidder shall have experience in India for Urban Rejuvenation/ Historical/Religious places Master Plan preparation of value not less than <b>INR 15 Crores (Project Cost/Construction Cost)</b> .	<ul style="list-style-type: none"> <li>Work Order/ Client Experience Certificate/ Other Supporting documents to substantiate the experience shall be submitted by the bidder.</li> </ul>
5	The Bidder shall have experience for Waterfront development /Ghat Development project with large scale public amenities of value not less than <b>INR 100 Crores. Project Cost/Construction Cost)</b> .	<ul style="list-style-type: none"> <li>Work Order/ Client Experience Certificate/ Other Supporting documents to substantiate the experience shall be submitted by the bidder.</li> </ul>
6	The Bidder shall have experience in Architectural Building Project for State or Central Government of India of value not less than <b>INR 100 Crores . Project Cost/Construction Cost)</b> .	<ul style="list-style-type: none"> <li>Work Order/ Client Experience Certificate/ Other Supporting documents to substantiate the experience shall be submitted by the bidder.</li> </ul>

### Notes:

- The Projects that have been implemented in the last 10 years or are currently under implementation (Specified minimum amount of works completed for ongoing/under implementation project) shall only be considered.
- The Consultant shall provide project information in format attached (Eligibility Criteria Templates) that includes project details such as, name, location, description, drawings, photographs, cost, implementation period; client certification, awards won and role of Consultant for the services rendered for this project etc.
- Only Bidders fulfilling the minimum eligibility criteria shall be considered for further evaluation.



## 2.8. Technical Evaluation Criteria

- i) The bidders fulfilling the minimum eligibility criteria shall be further evaluated and graded based on the required documents and according to the following table and any other clarifications/ presentations, etc. The marks attached to these details for the purposes of evaluation are also stated in the table (INR 1 Crore = Rs 1,00,00,000) , (Cr = Crore ).

Sr. No.	Minimum Criteria	Grading Criteria	Sub Mark	Max Marks
<b>Financial Strength &amp; Experience</b>				
1	The Bidder shall have an average annual turnover of INR 20 Crore from consultancy services (in India Operations only) and a positive Net Worth, from last three financial years (Financial years 2014-15, 2015-16 and 2016-17).	(a) Fulfilling minimum criteria (b) Beyond INR 20 Crore – 1 Mark for every additional INR 2 crore (or part thereof) subject to a maximum of 3 marks.	1 3	4
2	The Bidder shall have been in operation for a period of at least 10 years in India, prior to the last date of submission of bid.	(a) Fulfilling minimum criteria (b) Beyond 10 years – 1 Mark for every additional 2 years (or part thereof) subject to a maximum of 3 marks	1 3	4
<b>Project Capabilities</b>				
3	The Bidder shall have experience in India for Urban Rejuvenation/ Historical/Religious places Master Plan preparation of value not less than <b>INR 15 Crores (Project Cost/Construction Cost)</b> .	(a) Fulfilling minimum criteria (b) Beyond 1 project – 3 Mark for every additional project (or part thereof) subject to a maximum of 6 marks.	2 6	8
4	The Bidder shall have experience for Waterfront development/Ghat Development project with large scale public amenities of value not less than <b>INR 100 Crores. Project Cost/Construction Cost).</b>	(a) Fulfilling minimum criteria (b) Beyond 1 project – 3 Mark for every additional project (or part thereof) subject to a maximum of 6 marks.	2 6	8
5	The Bidder shall have experience in Architectural Building Project for ULB, State or Central Government of India of value not less than <b>INR 100 Crores . Project Cost/Construction Cost)</b> .	(a) Fulfilling minimum criteria (b) Beyond 1 project – 3 Mark for every additional project (or part thereof) subject to a maximum of 6 marks.	2 6	8
6	The Bidder shall have experience in providing Development Management services for coordinating with various government authorities prior to implementation of an Urban Design Project for ULB, State or Central Government of India value not less than <b>INR 100 Crores. Project Cost/Construction Cost)</b> .	(a) Fulfilling minimum criteria (b) Beyond 1 project – 1 Mark for every additional project (or part thereof) subject to a maximum of 2 marks.	2 2	4
7	The Bidder shall have experience in preparation of Development Control Regulation for ULB, State or Central Government of India	(a) Fulfilling minimum criteria (b) Beyond 1 project – 1 Mark for every additional project (or part thereof) subject to a maximum of 2 marks.	2 2	4

Sr. No.	Minimum Criteria	Grading Criteria	Sub Mark	Max Marks
<b>Project Team Strength</b>				
5	Details of Key Personnel to be assigned for the projects			
5.1	Team Leader – (in House) Graduate in Architecture / Urban Planning / Urban Design and 20 years of experience	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 2 marks.	1 2	3
5.2	Urban Designer – (in House) Post Graduate in Urban Design and 15 years of experience	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 2 marks.	1 2	3
5.3	Project Manager – (In House) Post Graduate in Civil Engineering / Construction Management and 10 years of experience	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 2 marks.	1 2	3
5.4	Senior Architect – (in house) Graduate in Architecture and 10 years of experience	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 2 marks.	1 2	3
5.5	Structural Engineer Post Graduate in Structure and 15 years of experience	(a) Fulfilling minimum criteria (b) Experience of similar project - 1 Mark for each similar project subject to a maximum of 1 mark.	1 1	2
5.6	Historical / Cultural Expert 15 years of experience in similar position	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 1 mark.	1 1	2
5.7	MEP Engineer Graduate in Electrical/Mechanical and 10 years of experience	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 1 mark.	1 1	2
5.8	Social Expert (Bachelor's Degree in Social Works and 5 years of experience)	(a) Fulfilling minimum criteria (b) Experience of similar project – 1 Mark for each similar project subject to a maximum of 1 mark.	1 1	2
<b>Approach and methodology (A&amp;M)</b>				
6	The Bidder to make a Presentation which will accompany the following;  - Project understanding and Project Approach - Project case studies showing relevant experience - Project Methodology Work Plan and Timeline - Strategic scheme & Thinking style demonstrated through sketches, layouts, views of the Proposed Development	<b>A&amp;M parameters</b>	<b>Marks</b>	40
		• About the Organization	5	
		• Understanding of Government processes		
		• Project case studies showing relevant experience	5	
		• Project understanding, Work Plan, Approach & Methodology	10	
		• Sketches, layout, views of the Proposed Development	20	
	<b>Total Marks</b>			<b>100</b>

**Notes:**

- Projects implemented in last 10 years or are currently under implementation only shall be considered.
- 'Similar Projects' is defined as preparations of Master Plans, Detailed Area Plans, Urban Rejuvenation projects, Historical/Religious places Master Plan, Ghat Development and Waterfront Development.
- The Consultant shall provide project information in the format attached (Technical Criteria Templates) that includes project details - name, location, scope of services, description, drawings, photographs, cost, implementation period; client certificate, awards for this project etc.
- Technical and non-technical support staff shall be mobilized and shall be deemed to be included in the fees.

**2.9. Preparation of Proposals**

- i) The Bidder shall upload and submit the proposal documents through e-tendering process to the portal <http://www.etender.up.nic.in>.
- ii) The Proposal as well as all related correspondence by the Bidder shall be written in English.
- iii) The Bidder shall provide all the information sought under this RFP. The Client shall evaluate only those Proposals that are received in the required formats and complete in all respects.
- iv) In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information as requested may result in rejection of a Proposal.
- v) The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page of Proposal, in blue ink. For this purpose, the authorised signatory shall mean either -
  - a) the proprietor, in case of a proprietary firm, or
  - b) a partner, in case of a partnership firm and/or a limited liability partnership, or
  - c) a duly authorized person holding the Power of Attorney as per the format prescribed in Form: 2 (Annexure-1)
- vi) All alterations, omissions, additions or any other amendments made to the Proposal (printed hard copy) by the Bidder, if any, shall be initiated by the person signing the Proposal.
- vii) The Bidder may, if required, format the specified Forms only to make due provision of space required to incorporate the requested information. However, the overall structure and sequence of the Forms shall not be altered.
- viii) The Bidder shall, along with the Proposal, also submit a copy of this RFP document duly signed by the authorised signatory of the Bidder who shall also initial each page in blue ink.

- ix) The Bidder shall submit the Proposal in the specified formats and shall place the documents in THREE (3) separate envelopes - Proposal Fees (Envelope-1), Technical Proposal (Envelope-2) and Financial Proposal (Envelope-3), as specified hereunder. These envelopes shall be sealed and marked as mentioned below.

#### **2.9.1. Envelope-1: Proposal Fees**

- i) The envelope shall contain:
- a) Cover Letter from the Bidder in the format as prescribed in Form: 1 (Annexure-1)
  - b) Tender Fee of INR 25,000 (Indian Rupees Twenty-Five Thousand Only) in the form of a Demand Draft from a Nationalized Bank in favour of “CEO, Shri Kashi Vishwanath Special Area Development Board, Varanasi”, and payable at Varanasi.
  - c) Earnest Money Deposit (EMD) of INR 2,00,000 (Indian Rupees Two Lakhs Only) in the form of a Demand Draft/NEFT/RTGS from a Nationalized Bank in favour of “CEO, Shri Kashi Vishwanath Special Area Development Board, Varanasi”, and payable at Varanasi.
  - d) Copy of this RFP document (For physical submission, submit copy of this RFP document duly signed by the authorised signatory of the Bidder who shall initial each page in blue ink)
- ii) The envelope shall be titled “ENVELOPE 1: PROPOSAL FEES”. The envelope shall also bear RFP Title and name, address, and contact number of the Bidder/authorized person of the Bidder.

#### **2.9.2. Envelope-2: Technical Proposal**

- i) The envelope shall contain the following information/documents in the sequence in separate envelopes as mentioned herein below:
- a) Covering Letter in the format as prescribed in Form-1 (Annexure-1)
  - b) Company Profile - A brief overview of the firm and its background, organizational structure of the firm, sectors and services being rendered, range of projects/works, list of recent/ongoing relevant projects, landmark projects, registration/empanelment with Govt. authorities, recognitions/certifications, awards/commendations, contact details, etc.
  - c) Company Registration - Registration/Incorporation documents - Documents exhibiting the Bidding entity's incorporation/establishment date and/or experience (in years) in providing the related services
  - d) Power of Attorney. However such Power of Attorney would not be required if the Proposal is signed by the proprietor in case of a proprietary firm or a partner in case of a partnership firm or limited liability partnership.

- e) Annual Audited Financial Statements for the last three (3) financial years, i.e. 2015-16, 2016-17 and 2017-18 signed and stamped by Statutory Auditor/Chartered Accountant as per Form-2 (Annexure-1)
- f) Copies of Income Tax Returns for the last three (3) financial years, i.e. 2015-16, 2016-17 and 2017-18
- g) Copies of Service Tax Returns for the last three (3) financial years, i.e. 2015-16, 2016-17 and 2017-18
- h) Project Description Sheet in the prescribed format as per Form-3 (Annexure-1) along with copies of work orders, completion/interim certificates along with the respective project.
- i) Project Description Sheet in the prescribed format as per Form-4 (Annexure-2) along with copies of work orders, completion/interim certificates along with the respective project.
- j) Summary of Projects for Technical Evaluation in the prescribed format as per Form-5 (Annexure-2).
- k) CVs of the Project Team in the prescribed format as per Form-6 (Annexure-2), recently signed and dated in blue ink by respective Personnel and countersigned by the Bidder or authorized signatory of the Bidder. (Each CV shall be attached with copies of certificates of educational qualification, and the certificates/statements regarding the expert's association with the Firm as required to be eligible as per this RFP)
- l) Summary of information on proposed experts in the prescribed format as per Form-7 (Annexure-2).

**Notes:**

- The Project Description Sheets for each project shall not exceed FOUR (4) pages (printed sides) of A4 size.
- The Project Description Sheets shall clearly mention- (i) if the respective project is a similar project, (ii) whether the project is completed or ongoing, (iii) whether the respective project has been carried out by the applicant Firm or the proposed Team Leader.
- The Project Description Sheet of each project shall be accompanied by copies of work order/ Letter of Award, completion / interim certificate issued by the respective client.

**2.9.3. Envelope-3: Financial Proposal**

- i) The envelope shall contain the following documents/ information:
  - a) Financial quote for the proposed consultancy assignment as per the format prescribed in Form as per Annexure-3

- ii) The envelope shall be titled “ENVELOPE 3: FINANCIAL PROPOSAL”. The envelope shall also bear RFP Title and name, address, and contact number of the Bidder/ authorized person of the Bidder.
  
- iii) The Bidders, while preparing their financial proposal, shall take note that-
  - a) Fees shall be quoted in 3 parts:
    - Part – A : Detailed Master Plan and Concept Design – Lump sum fees
    - Part – B : Comprehensive Detailed Design of all Master Plan Component and Periodic Supervision of Workmanship - % based fees
    - Part – C : Development Management Support – Man month based fees
  - b) The fees shall include cost of personnel, profit, overheads, travel, and other such expenses, but will not include prevailing GST (Goods & Service Tax) on the fees.
  - c) All payment of fees shall be paid in Indian Rupees after statutory deductions. All statutory taxes and other payments in connection with fees received or any services provided under this Consultancy Assignment except GST shall be borne by the Consultant. However, where necessary, appropriate deduction at source will be made by the Client and necessary certificates shall be issued to the Consultant.
  - d) Fees quoted for Part – A, shall be considered as maximum amount payable to Consultant irrespective of any changes in project area.
  - e) Fees quoted for Part – B shall be calculated on the amount of estimated project cost at tender stage or the lowest project cost at the time of award of work to the contractor.

## **2.10. Submission of Proposals**

- i) The Bidders should upload and Submit the proposal through e-tendering process to the portal <https://etender.up.nic.in>.
- ii) The bidders shall also submit the physical copy of the Proposal to [Vishal Singh, C.E.O, Shri Kashi Vishwanath Special Area Development Board (SKVSADB) Room No 12 VDA Office Panna Lal Park Raja Udai Pratap Marg Varanasi 221002] by the Submission Due Date at the address mentioned in this RFP document by Registered Post or hand delivery only.
- iii) The Bidder shall submit the Tender Fee and EMD in Envelope- 1, which shall be sealed and marked “**ENVELOPE 1: PROPOSAL FEES**”, followed by the RFP Title.

- iv) The Bidder shall submit ONE (1) copy (ORIGINAL) of the Technical Proposal. In addition to the original hardcopy of the Technical Proposal, a CD containing the soft copy of the Technical Proposal shall also be submitted.
- v) The original hardcopy of the Technical Proposal shall be placed in Envelope- 2, which shall be sealed and marked “**ENVELOPE 2: TECHNICAL PROPOSAL**”, followed by the RFP Title.
- vi) The Financial Proposal (only the original) shall be placed separately in Envelope- 3, which shall be sealed and marked “**ENVELOPE 3: FINANCIAL PROPOSAL**”, followed by the RFP Title.
- vii) The Envelope-1, Envelope-2 and Envelope-3 shall be placed into a Main Outer Envelope and sealed. This outer envelope shall be marked “**PROPOSAL**”, followed by the RFP Title.
- viii) The Main Outer Envelope and all the three envelopes to be placed inside it shall also be marked with the name, address and contact details of the Bidder or the authorized signatory of the Bidder.
- ix) The Proposal shall be submitted through e-tendering process and also in physical form to Shri Vishal Singh, C.E.O Shri Kashi Vishwanath Special Area Development Board (SKVSADB) Room No 12 VDA Office Panna Lal Park Raja Udai Pratap Marg Varanasi 221002] by the Proposal Due Date & time, through Registered Post, Speed Post, other postal or courier services only.
- x) The Client shall not be responsible for misplacement, losing or premature opening of the Proposal if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for rejection of the Proposal. Moreover, if the Financial Proposal is not submitted in a separate envelope sealed and marked as indicated above, the Proposal shall be declared non-responsive and hence rejected.
- xi) Any proposal received by the Client after the deadline for submission shall be not accepted and returned unopened.
- xii) The Client shall open the Main Envelope and Envelope-1 (Proposal Fees) and Envelope-2 (Technical Proposal) immediately after the Proposal Due Date. Envelope-3 (Financial Proposal) shall remain sealed and securely stored.

## **2.11. Proposal Opening Process**

- i) On the day of the Technical Proposal Opening, the Client shall open the Main Outer Envelope. The Envelope-1 (Proposal Fees) shall be opened first, and the Tender Fee and EMD shall be verified to ascertain responsiveness.
- ii) On successful verification of Tender Fee and EMD, Envelope-2 (Technical Proposal) shall be opened. Envelope-3 (Financial Proposal) shall remain sealed and securely stored.
- iii) Evaluation of the technical capacity of the Bidder shall be done next through evaluation of the Technical Proposal (as submitted), and subsequent Presentation

of the shortlisted Bidder. The Bidder would be awarded a Technical Score as per the procedure mentioned in this RFP.

- iv) The Financial Proposal shall be opened of only those Bidders whose Technical Scores are satisfactory to the Client.
- v) Final Composite Score (FCS) shall be assigned to Bidders whose Financial Proposals shall be opened. Selection of successful Bidder shall be done based on the Final Composite Score as per the evaluation process and conditions mentioned in this RFP.

## **2.12. Evaluation of Proposal**

- i) The Proposals will be evaluated through a Quality and Cost Based Selection (QCBS) based approach. Only those proposals accompanying by the Tender Fee and EMD shall be evaluated. The evaluation of proposals shall be carried out in the manner as described below:

### **2.12.1. Evaluation of Technical Proposal and Technical Score**

- i) The technical competence of the Bidder shall be evaluated in three steps as under:

#### **STEP 1: Evaluation of Technical Proposal- Out of 60 marks**

The Technical Proposal as submitted by the Bidders shall be evaluated based on the information/ documents submitted therewith.

#### **STEP 2: Evaluation of Presentation - Out of 40 marks**

The Bidders shall be invited to make a Presentation. The Presentation must be made by the proposed Team Leader and at least two other experts from the Core Team.

#### **STEP 3: Arriving at Technical Score (TS)- Out of 100 marks**

Marks obtained by the Bidders from the Presentation in STEP 2 (out of 40 marks) shall be added to the marks obtained in STEP 1 (out of 60 marks) earlier. Thus, the combined score out of 100 marks shall be considered as the TECHNICAL SCORE (TS). The Bidder who score 70 marks or more out of 100 marks shall qualify for the next stage, i.e. opening and evaluation of the Financial Proposal.

### **2.12.2. Evaluation of Financial Proposal and Financial Score**

- i) After the evaluation of the Technical Proposals, the Client shall evaluate the Financial Proposals of the bidders qualified as per the Technical Score, on the same day on which the presentations are made by bidders and the Technical Score is assigned for such bidders. However the Client may, at its sole discretion, extend the dates by informing the bidders about the same.
- ii) The Financial Proposals shall be opened in the presence of the representatives of the qualified Bidders who choose to attend.
- iii) The Client shall declare the names of the qualified Bidders along with their respective Technical Score before opening the Financial Proposals.



- iv) The proposed financial fees quoted by the respective Bidder shall be read aloud and recorded when the Financial Proposals are opened.
- v) Since the Bidder has to quote the fee for three different parts, the financial evaluation shall be carried out only for Part – A – Detailed Master Plan & Concept Design and Part – B – Detail Design.

**F1 – Score for Part – A – Detailed Master Plan & Concept Design financial Bid**

Score for Part – A financial Bid =  $50 \times \frac{\text{Lowest Financial Bid for Part - A}}{\text{Financial Bid for Part - A under evaluation}}$

**F2 – Score for Part – B - Comprehensive Detailed Design and Periodic Supervision of workmanship financial Bid**

Score for Part – B financial Bid =  $50 \times \frac{\text{Lowest Financial Bid for Part - B}}{\text{Financial Bid for Part - B under evaluation}}$

- vi) The Financial Score (FS) of will be determined using the formula:  $FS = F1 + F2$ , in which FS is the financial score, F1 is the score for Part-A, and F2 is the score for Part-B.
- vii) Part – C shall not be considered for financial evaluation

**2.12.3. Final Composite Score**

- i) Proposals will be ranked according to their Final Composite Score (FCS) marked out of 100 marks, which shall be calculated by assigning a weightage of 0.80 to Technical Score (TS) and a weightage of 0.20 to Financial Score (FS).
- ii) The formula to calculate the Final Composite Score (FCS) is as under-  
 **$FCS = (TS \times 0.80) + (FS \times 0.20)$**

- iii) The Bidder who obtains highest Final Composite Score (FCS) shall be considered as H1.

**2.13. Award of Contract**

- i) The Bidder securing the highest Final Composite Score will be invited for negotiations by the Client; where, upon successful negotiation, the work will be awarded to the firm. In case the negotiations fail, the Client reserves the right to call the next firm in succession for negotiations.
- ii) The Client reserves the right to reject any proposal, irrespective of its Final Composite Score, quoting consultancy fees so low that, in the opinion of Client, such a Bidder may not be able to perform the required services in accordance with this RFP within the financial fees quoted therein.
- iii) Client reserves the right to accept or reject any or all the proposals without assigning any reason.
- iv) The Client's decision in this regards shall be considered final and binding to all.

#### **2.14. Tender Fee and Earnest Money Deposit (EMD)**

- i) The Proposal submitted in response to this RFP shall be accompanied by-
  - a) Tender Fee of INR 25,000 (Indian Rupees Twenty Five Thousand Only) in the form of a Demand Draft from a Nationalized Bank in favour of Shri Kashi Vishwanath Special Area Development Board and payable at Varanasi.
  - b) Earnest Money Deposit (EMD) of INR 2,00,000 (Indian Rupees Two Lakhs Only) in the form of a Demand Draft from a Nationalized Bank in favour of “Shri Kashi Vishwanath Special Area Development Board”, and payable at Varanasi.
- ii) Submission of the Tender Fee and/or EMD drawn from banks other than Nationalized Banks could result in a disqualification of the Bidder.
- iii) Any Proposals not accompanied with requisite the Tender Fee and/or EMD shall be summarily rejected.
- iv) The EMD shall be returned to the Bidder:
  - a) Whose Proposal has not been selected by the Client for awarding the assignment
  - b) Whose Proposal has been accepted by the Client for awarding the assignment, but only after signing of the Agreement
  - c) The EMD is not from a Nationalized Bank
- v) The EMD shall stand forfeited in following situations:
  - a) In case of fraudulent offer and/or conditional offer
  - b) In case of withdrawal/revision/modification/transfer of terms of the Proposal during the Proposal Validity Period
  - c) If the Agreement is not executed by the selected Bidder within the time period specified in the Letter of Award (LOA) or as specified otherwise in subsequent written communications by the Client.

#### **2.15. Proposal Validity Period**

- i) The Proposal Validity Period shall be 180 days from the Physical Submission Due Date. The validity of the Proposal may be extended by mutual consent of the respective Bidders and the Client.

#### **2.16. Further Information**

- i) The Client retains the right to ask for any further information, document or clarification that may be required from the Bidder for evaluation purposes.

#### **2.17. Single Proposal**

- i) No Bidder firm or its associate firm shall submit more than one Proposal in pursuant to this RFP. None of the Team Leader and other members of the Project Team as

proposed by the Bidder firm shall be part of the project team proposed by any other Bidder.

## **2.18. Cost of Proposal**

- i) The Bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Client, project area etc. The Client will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.19. Site Visit and Verification of Information**

- i) Bidders are encouraged to submit their respective Proposals after visiting the project area and ascertaining for themselves the site conditions, location, surroundings, availability of drawings and other data with the Client, applicable laws and regulations or any other matters considered relevant by them.
- ii) It is mandatory for the bidders to submit the proposal only after visiting the site. A certificate of site visit from the Authorized representative of Client must be submitted with the technical bid. Any bid submitted without site visit certificate shall be disqualified in technical stage.

## **2.20. Acknowledgement by Bidder**

- i) It shall be deemed that by submitting the Proposal, the Bidder has:
  - a) made a complete and careful examination of the RFP;
  - b) received all relevant information requested from the Client;
  - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
  - d) satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e) acknowledged that it does not have a Conflict of Interest; and
  - f) agreed to be bound by the undertaking provided by it under the terms hereof by them.
- ii) The Client shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client.

## **2.21. Late Proposals**

- i) Proposals received by the Client after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.22. Modification/ Substitution/ Withdrawal of Proposals**

- i) The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Client prior to the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date
- ii) The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- iii) Any alteration/modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Client, shall be disregarded.

## **2.23. Right to Reject any or All Proposals**

- i) Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii) The Client reserves the right to reject any Proposal if:
  - a) at any time, a material misrepresentation is made or discovered, or
  - b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal
- iii) Misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified/rejected, then Client reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit at the sole discretion of the Client, including annulment of the Selection Process.

## **2.24. Disqualification**

- i) Even though the Bidders may meet the Proposal Evaluation criteria, they are subject to disqualification for any of the following reasons:
  - a) Misleading or wrong representation in the forms, statements, and attachments submitted as part of the Proposal in response to this RFP. This shall lead to forfeiture of EMD.
  - b) Record of poor performance such as abandoning the work, rescinding of the contract for which the reasons are attributable to the non-performance of the consultant, consistent history of litigation awarded against the Consultant or financial failure due to bankruptcy.
  - c) Has been identified by the Client as a poor performer in implementation of ongoing work for any State/Central Government department, Urban Local Body, or Development Authority.

- d) Any effort to influence the processing of Bids or award decision by the Client, or any officer, agent or advisor thereof.
- e) Blacklisted by any Central or State Government/Government agency/PSU/Urban Local Body/ Development Authority.

### **3. Terms of Reference (TOR)**

#### **3.1. Area Work**

- i) The Area of Works are as follow:-
  - a) Kashi Vishwanath Mandir
  - b) Ghat
  - c) Access between Mandir and Ghats
  - d) Housing for Rehabilitation

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

- i) The scope of work shall be as follow:
  - a) Part-A : Detailed Master Plan and Concept Design
  - b) Part-B : Comprehensive Detailed Design & Periodic Supervision of Workmanship
  - c) Part-C : Development Management Support

#### **3.3. Detailed Scope of Work**

- i) **Part-A – Detailed Master Plan and Concept Design**
  - a) Preparation of design brief in consultation with the client
  - b) Carry out total station survey of the entire project area.
  - c) Preliminary analysis of the site and surroundings
  - d) Study of existing infrastructure facilities such as street network, storm water, drainage, water supply, electrical, etc. (Client to provide necessary support for collection of data from various departments)
  - e) Analysis of soil investigation report (soil investigation reports to be provided by client at no cost to consultant)
  - f) Preparation of preliminary strategies for development
  - g) Preparation of demolition plan
  - h) Preparation of conceptual master plan which includes affected area/buildings, refurbishment of existing structure, new structures/buildings, circulation diagram / Crowd management, land use, proposed building blocks, proposed area lighting, signages, material board etc.
  - i) Block cost estimate of all components of the master plan.
  - j) 3-D visualization showing phase wise implementation strategy
  - k) Preparation of final master plan based on final topographical and contour survey and feedback received from concerned people
  - l) Preparation of Physical Model of project area (scale 1:250) based on approved final master plan. The model should be prepared using approved material e.g. wood, acrylic, PVC. The materials scale and other related

aspects for the model shall have to be approved by Client prior to the preparation of the model.

- m) Environment Impact Assessment (EIA) – If required, the consultant should engage a separated EIA consultant to undertake EIA for the project. The consultant shall be responsible for coordinating this task.

**ii) Part-B – Comprehensive Detailed Design & Periodic Supervision of Workmanship**

**a) Design of New Structures/Buildings**

Detailed Design including following services

- Structural Design
- Electrical Design
- Plumbing Design
- HVAC Design
- Fire fighting system Design
- Interior Design

**b) Urban Design, Site Development and Landscape Design**

- Streets and Pathways
- Parking
- Ghats, Hard pavement and Plaza
- Area lighting
- Soft landscaping and Plantation
- Signage

**c) Infrastructure Design**

- External water supply and Drainage
- Storm Water Management and Rain Water Harvesting
- Electrification works like substation, cabling etc.

**d) Estimates and Tender Documents**

- Estimates at various level (Schematic and Tender)
- Technical Specifications
- Bill of Quantities
- Assist the Client on formulating Conditions of Contract for execution works

**e) Periodic Supervision of Construction Works**

- Periodic site visits, at intervals mutually agreed upon, to review the workmanship and attend co-ordination meetings organised by the Client or site supervision team. Keep the Client informed about any workmanship issues and render advice on corrective actions, if required.
- Approval of samples and mock ups, shop drawings prepared by contractor , third party vendor

- Assisting the Client's site supervision team and the Contractors for interpretation of drawings & specifications
- Co-Certification of the Contractor's bills forwarded by Client's site supervision team after detail measurements checking & certification for satisfactory workmanship

### iii) Part-C – Development Management Support

- After completion of Master Plan, the Consultant should provide technical and managerial support to the Client for co-coordinating various statutory needs of local, state and central government agencies to enable client proper implementation of project.
  - Communication and Publication – Preparation of communication material in consultation with the Client such as website, note about the project, presentation.
  - R&R – Preparation of drawings and support the Client for the Relocation & Rehabilitation process.
  - Coordination for various approvals – Provide assistance to the Client for preparing necessary reports and technical data for getting clearances from various Departments such as Local Authority, Archaeological Survey of India, Tourism etc.

### 3.4. Key Stages, Timeline and Payment Schedule

- The Consultant shall have to complete the stages of work as stated in the table below by carrying out the activities prescribed therein and by submitting the deliverables as listed therein as per the timeline set in this RFP as mentioned in the table below:

Sr.No.	Stages	Time Schedule With T as start of Consultancy	Fees Payable
<b>Part-A - Detailed Master Plan and Concept Design – (Fees – Lumpsum)</b>			
1	On Appointment	T+0 Month	10% of Part-A Fees
2	Area Assessment Studies	T+1 Month	25% of Part-A Fees
3	Draft Master Plan	T+2 Month	35% of Part-A Fees
4	Final Master Plan and Concept Design	T+3 Months	25% of Part-A Fees
5	Submission of Physical Model of Final approved Masterplan	T+4 Months	5% of Part-A Fees
<b>Part-B - Detail Design – (Fees - % of Project cost)</b>			
1	Schematic Design	T+4 Months	25% of Part-B Fees
2	Tender Documents and Specifications	T+5 Months	25% of Part-B Fees
3	Construction Drawings	T+7 Months	25% of Part-B Fees
4	During Construction	T+24 Months	20% of Part-B Fees
5	After Completion of work	-	5% of Part-B Fees
<b>Part-C – Development Management Support – (Fees - Manmonth rate)</b>			
1	Support Client for <ul style="list-style-type: none"> <li>• Communication &amp; Publication</li> <li>• R&amp;R</li> <li>• Statutory Approval</li> </ul>	-	Monthly Basis as per actual manmonth utilized and manmonth rate as per Part-C Fees



- ii) In case the project is terminated / halted by the Client at any stage, payment for the work done upto that stage shall be paid to the consultant as per estimated project cost approved by client.
- iii) In case of delay in submission of any deliverables, the Consultant shall be given additional time commensurate with the nature of the delay and the reason thereof. This additional time shall be called Remedy Period and shall be approved by the Client in writing on the request sent to the Client by the Consultant in writing. The Client may or may not approve such a Remedy Period. The length of the Remedy Period shall also be as approved by the Client. If the Consultant is not able to comply with the timeline including Remedy Period, if any, it may attract Liquidated Damages at the sole discretion of the Client.
- iv) The Client shall not consider the following circumstances as delay and the time period required for these circumstances shall be excluded from the delivery schedule, provided the Consultant has put proper and timely effort and resources as required to not have any such delay and shall keep the Client informed about such efforts through proper correspondence and evidence.
  - a) Delay in approval of previous deliverables on which subsequent deliverables depend substantially.
  - b) Delay in obtaining data from Government offices/institutions.
- v) Total Consultancy Fees payable to the Consultant shall be paid as per above schedule, on completion of the respective stages.
- vi) The Client shall endeavour to approve the deliverables within 15 days of submission of the deliverables of the respective stage, and the fees payable for the respective stage shall be released within 7 days from such approvals.
- vii) In case of delay in approval beyond 15 days, 50% of the invoiced amount for the respective stage shall be released against the submitted deliverables, while remaining 50% shall be released only after the approval from the Client.

#### **4. Obligations and Undertakings**

##### **4.1. General Obligations of the Consultant**

The Consultant shall:

- i) Provide all assistance to the Client or its representative as they may reasonably require for the approval of the all stages of the Master Plan.
- ii) Provide to the Client, all deliverables as per timeline set in the RFP document and as requested by Client.
- iii) Conduct meeting every 2 weeks with the Client at Varanasi to report the progress on the assignment. The appointed firm will also submit a monthly progress report.
- iv) Make efforts to maintain harmony and good relations among the personnel employed in connection with the performance of the Consultant's obligations under this RFP.

- v) Have requisite organization and designate and appoint suitably qualified personnel as deemed appropriate to supervise the execution of its obligation under this RFP and deal with the Client or its representative and to be responsible for all necessary exchange of information required pursuant to this RFP.
- vi) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the completion of the work under and in accordance with this RFP.
- vii) Allow and entitle the Client or a nominee of the Client to step into this contract at Client's discretion, in place and substitution of the Consultant in the event of Termination pursuant to the provisions of this RFP.

#### **4.2. Obligations of the Client**

The Client shall:

- i) Get all necessary statutory approval and liaison including approvals from Archaeological Survey of India
- ii) Permit the Consultant to work on the assignment site to execute its obligations.
- iii) Grant or where appropriate provide necessary assistance to the Consultant in securing required permissions, information and documents in connection with the preparation of the Master Plan and Design.
- iv) Make payments in timely manner as per the terms mentioned herein for work completed in a satisfactory manner.

### **5. General Conditions**

#### **5.1. Letter of Acceptance and Agreement**

- i) As the first step for the assignment, the Client shall issue to the successful bidder, a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The Client and the successful bidder shall then enter into an Agreement in due course which shall consist of Terms and Conditions as mutually agreed upon between the two parties and any additional terms that the Client may find suitable for carrying out the work pertaining to project as per the Terms of Reference mentioned in this RFP.

#### **5.2. Performance Security**

- i) The successful Bidder shall deliver to the Client, within 15 days of from the date of agreement, an initial Performance Security in the form of a Bank Guarantee for an amount equivalent to 2% of the contract value. The Bank Guarantee shall be from a Nationalized/ Scheduled Bank or banks as approved by the Client.

#### **5.3. Tax liability**

- i) The consultancy fees, as mentioned in the Financial Proposal or as finalized in the Agreement subsequent to negotiations, should include all taxes applicable as on the date of submission of the proposal except GST (Goods & Service Tax). Any

deviation due to change in the rate of GST would be adjusted at actual. The Client shall be entitled to deduct tax at source as may be applicable.

#### **5.4. Understanding of the Terms**

- i) By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

#### **5.5. Failure to Agree with the Terms and Conditions**

- i) Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the contract to the next best value bidder or call for new proposals.

#### **5.6. Signing of Agreement**

- i) At the same time as the Client notifies the successful Bidder that its proposal has been accepted and after acceptance of the award of work by the successful Bidder in writing, the Client shall enter in a separate agreement, incorporating all conditions as mutually agreed upon between the Client and the successful Bidder. The terms and conditions of this RFP shall constitute the major part of the agreement. Such Agreement may have additional clauses and/or provisions that further explain or clarify the provision of this RFP, or certain provisions which the Client may require to include as per law or being a publicly owned institution, as per its practices.

#### **5.7. The Client's Right to Reject or Accept Any Proposal**

- i) The Client reserves the right to accept or reject any proposal, and to annul the bidding process, modify evaluation/selection procedure and reject all proposals at any time prior to the award of contract, without incurring any liability to the affected bidders or any obligation to inform the affected Bidders of the ground for the Clients decision.

#### **5.8. Termination of Contract and Termination payment**

- i) In the event that either party does not perform as per the terms of the Agreement, both parties reserve the right to terminate this Agreement with a minimum of thirty days' written notice.
- ii) Failure on the part of the Client to make timely payments to the Consultant in accordance with the terms of this Agreement shall be considered as substantial grounds for initiating termination of the Agreement by the Consultant.
- iii) Failure of the Consultant to adhere to agreed time schedules in accordance with the terms of this Agreement shall be considered as substantial grounds for initiating termination of the Agreement by the Client.

- iv) In the event of termination of this Agreement for no fault of the Consultant, the Client shall compensate the Consultant for all services provided by the Consultant along with any reimbursable expenses incurred up to the date of termination.
- v) In the event of termination of this Agreement by the Client for non-performance by the Consultant in accordance with the terms of this Agreement, the Client reserves the right to employ others to complete any outstanding services by the Consultant and deduct such fees incurred by the Client from any monies due to the Consultant.

#### **5.9. Confidentiality**

- i) The Consultant shall agree not to disclose to any third party or use confidential or proprietary information of the Client or Project learnt during the course of the Work.

#### **5.10. Indemnity**

- i) The consultant shall, during the term of the whole contract, indemnify and hold Client harmless from any loss, claim or damage, third party suit, proceedings, judgments, cost and expenses (including reasonable attorney fees) relating to any infringement claim by a third party if the same is based on any consultant materials provided to the Client by or on behalf of the Consultant in connection with the Consultant's performance of services hereunder without breaching the terms of the RFP. The Consultant will be required to take out a Professional Indemnity Insurance policy up to the total value of the professional fees and maintain this insurance policy for the duration of the works.

#### **5.11. Force Majeure**

- i) Should either party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos any laws, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any such government including restrictive trade practices or regulations strike, shutdowns, labour disputes which are not instigated for the purpose of avoiding obligations herein failures and/or fluctuations in electric power, light, telecommunications or air-conditioning equipment the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performances as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 days, then the other party may at any time thereafter while such performance continues to be excused, terminate the Contract without liability, by notice in writing to the other. However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired.
- ii) The Consultant shall not be entitled to any termination payment from the Client in case of force majeure, including termination of contract due to force majeure. The

Client shall pay the Consultant all payments due as of the termination date as stated in the notice, including those for the proportion of work completed fully in the on-going stage, until termination. The payment shall not be released by the Client until any due from Consultant under this contract is remained unpaid.

#### **5.12. Independent Consultant**

- i) The Consultant shall be deemed to be acting as an independent consultant of the Client and shall not be deemed an agent, legal representative, joint venture or partner of the Client. Neither party is authorized to bind the other party to any obligation, affirmation or commitment with respect to any person or entity.

#### **5.13. Representations and Warranties of the Consultant**

The Consultant warrants to Authority that:

- i) It is a duly organized, validly existing and in good standing under the laws of India;
- ii) It has full power and authority to execute, deliver and perform its obligations under the RFP and to carry out the transactions contemplated hereby;
- iii) It has taken all the necessary corporate and other actions under all applicable laws and its constitutional documents to authorize the execution, delivery and performance of the RFP
- iv) It has the financial standing and capacity to undertake the Project;
- v) The RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi) It is subject to civil and commercial laws of India with respect to the RFP and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- vii) The execution, delivery and performance of the RFP will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Consultant's Memorandum and Articles of Association or any applicable laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- viii) There are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority the outcome of which may result in the breach of or constitute a default of the Consultant under the RFP or which individually or in the aggregate may result in any material adverse effect;
- ix) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Consultant's ability to perform its obligations and duties under the RFP;

- x) It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- xi) No representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client or to any Government Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- xii) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the RFP or entering into of the Agreement or for influencing or attempting to influence any officer or employee of authority in connection therewith.

#### **5.14. Governing Law and Jurisdiction**

- i) The Contract shall be constructed and interpreted in accordance with and governed by the laws of India and the Courts at Lucknow shall have jurisdiction over all matters arising out of or relating to the Contract.

#### **5.15. Ownership of Intellectual Property**

- i) Drawings, specifications and other documents prepared by the Consultant for this project are solely the instruments for the Consultant's services. These shall be used only with respect to this Project. The consultant shall be deemed as the author of these documents. The consultant shall retain all common law statutory and other reserved rights, including copyright. The Client shall be allowed to retain copies of consultant's drawings, specifications and other documents for information and in connection with the Client's use and occupancy of the Project. The Client or others shall not use the Consultant's drawings, specifications and other documents on any other projects. The Consultant's drawings, specifications or other documents shall not be used by the Client for additions to this project or for the completion of this project by others, unless the Consultant is adjudged to be in default under this Agreement.
- ii) The Consultant will have rights of Publication of the Project, in their interest in terms of design, drawings, construction, cost and photographs. The consultant shall obtain the Client's prior approval for the same.

## Template for Eligibility & Technical Evaluation Criteria

### **Annexure- 1: Forms for Eligibility Criteria**

- FORM 1: Covering Letter with Company Profile and Eligibility Criteria Compliance
- FORM 2. Financial Details of the Bidder
- FORM 3. Project Description Sheet - Selected Projects

### **Annexure- 2: Forms for Technical Evaluation**

- FORM 4: Project Description Sheet - Additional Projects
- FORM 5: Summary of Projects for Technical Evaluation
- FORM 6: Curriculum Vitae (CV) for Project Team
- FORM 7: Summary of Information on Proposed Experts

## Annexure- 1: Forms for Eligibility Criteria

### FORM-1 - COVERING LETTER WITH COMPANY PROFILE AND ELIGIBILITY CRITERIA COMPLIANCE

(To be signed by authorized signatory and printed on the letterhead of the lead bidder)

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: Submission of Eligibility Criteria in response to the Request for Proposals (RFP) for Appointment of a Consultant for Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh.**

Dear Sir,

Having examined the entire RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification number..... for **Appointment of a Consultant for Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh.**

We state that we have read the entire provisions of the RFP document, Corrigendum's if any and confirm that the same are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect by Client. We further state that:

- We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments uploaded.
- We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- We understand you are not bound to shortlist/accept any or all the proposals you receive.
- We hereby declare that we qualify and fulfill all the eligibility criteria mentioned in the RFP.
- We submit the bid at our own risk and indemnify Client from any litigations.
- We further submit our Company Profile and other Eligibility Criteria as follows:
- **Company Profile**

No	Information	Details
1.	Name of bidder:	
2.	Address of bidder:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this EOI	
4.	Number of Years in Business	
5.	Number of Years of relevant experience	
6.	Telephone number of contact person:	
7.	Mobile number of contact person:	
8.	Fax number of contact person:	
9.	E-mail address of contact person:	
10.	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
11.	Company Registration Certificate ( Enclosed Certificate)	



### Pre-qualification Compliance Checklist- Self Compliance

- Details on Tender Fees - Draft No. xx, drawn on xx Bank, dated xxx Details on Tender Fees
- Details on Earnest Money Deposit - BG/Draft No. xx, drawn on XX Bank, dated XXX Details on Earnest Money Deposit
- Eligibility Criteria as under

Sr. No.	Eligibility Criteria	Yes / No
1	The Bidder shall be a registered Company.	
2	The Bidder shall have been in operation for a period of at least 10 years in India, prior to the last date of submission of bid.	
3	The Bidder shall have average annual turnover of INR 20 Crore from consultancy services (in India Operations only) and a positive Net Worth, from last three financial years (Financial years 2014-15, 2015-16 and 2016-17).	
4	The Bidder shall have experience in India for Urban Rejuvenation/ Historical/Religious places Master Plan preparation of value not less than <b>INR 15 Crores (Project Cost/Construction Cost)</b> .	
5	The Bidder shall have experience for Waterfront development/Ghat Development project with large scale public amenities of value not less than <b>INR 100 Crores. Project Cost/Construction Cost)</b> .	
6	The Bidder shall have experience in Architectural Building Project for State or Central Government of India of value not less than <b>INR 100 Crores . Project Cost/Construction Cost)</b> .	

We hereby declare that our proposal submitted in response to the RFP is made in good faith, and the information contained is true and correct to the best of our knowledge and belief. We are jointly and severely responsible for this RFP.

Sincerely,  
[Lead Bidder Authorized Signature]

Name  
Title Signature

Date and Stamp of the Signatory

Enclosures:

Tender Fee,

EMD,

Company Registration Certificate and Memorandum / Articles of Association

**FORM-2 - FINANCIAL DETAILS OF THE BIDDER**

(To be submitted on letter head of Statutory Auditor or certified by Statutory Auditor)

To

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**Subject: Submission of Eligibility Criteria in response to the Request for Proposals (RFP) for Appointment of a Consultant for Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh.**

Dear Sir,

This is to certify the turnover details and net worth of firm XXXXXX

No	Years	Turnover Details in INR (Indian Rupees)	Net worth in INR.
A	2017 – 18		
B	2016 – 17		
C	2015 – 16		
Average	Annual Turnover(A+B+C)/3		

Sincerely,  
[Auditor]

Name  
Title Signature

Date and Stamp of the Auditor

Enclosures:

\*Audited & Certified by competent authority, Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and Other Member in case of Consortium) for each of the last 3 audited financial years FY 2015-2016, FY 2016-2017 and FY 2017-2018 shall be submitted as supporting evidence.

**FORM-3 – PROJECT DESCRIPTION SHEET - SELECTED PROJECTS**

(Submit projects details which will be used for Technical Evaluation. Each project description must be followed by the work order and completion certificate is complete).

Assignment name:	Approx. Value of Services (INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Contiguous Area of Project (in Hectare - Ha)
Project Classification	
Contact Person, Title/Designation, Tel. No./Address of the Client:	Land area of the project (in Hectare - Ha)
	Land Use:
Start date (month/year): Completion date (month/year):	No. of professional staff-months & Details of the staffs provided by your firm/organization
Description of Project:	
Description of Actual Services provided with any other relevant information :	

## **Annexure- 2: Forms for Technical Evaluation**

### **FORM-4 – PROJECT DESCRIPTION SHEET**

(Submit projects details which will be used for Technical Evaluation. Each project description must be followed by the work order and completion certificate is complete).

Assignment name:	Approx. Value of Services (INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Contiguous Area of Project (in Hectare - Ha)
Project Classification	
Contact Person, Title/Designation, Tel. No./Address of the Client:	Land area of the project (in Hectare - Ha)
	Land Use:
Start date (month/year): Completion date (month/year):	No. of professional staff-months & Details of the staffs provided by your firm/organization
Description of Project:	
Description of Actual Services provided with any other relevant information :	

**FORM-5 - SUMMARY OF PROJECTS FOR TECHNICAL EVALUATION**

The Bidder shall have experience in India for Urban Rejuvenation/ Historical/Religious places Master Plan preparation of value not less than **INR 15 Crores (Project Cost/Construction Cost)** .

Sr. No.	Name of Project	Name of Client	Amount of Work (in INR)
Project 1			
Project 2			
Project 3			

The Bidder shall have experience for Waterfront development/Ghat Development project with large scale public amenities of value not less than **INR 100 Crores. Project Cost/Construction Cost).**

Sr. No.	Name of Project	Name of Client	Amount of Work (in INR)
Project 1			
Project 2			
Project 3			

The Bidder shall have experience in Architectural Building Project for ULB, State or Central Government of India of value not less than **INR 100 Crores . Project Cost/Construction Cost)** .

Sr. No.	Name of Project	Name of Client	Amount of Work (in INR)
Project 1			
Project 2			
Project 3			

The Bidder shall have experience in providing Development Management services for coordinating with various government authorities prior to implementation of an Urban Design Project for ULB, State or Central Government of India value not less than **INR 100 Crores. Project Cost/Construction Cost)** .

Sr. No.	Name of Project	Name of Client	Amount of Work (in INR)
Project 1			
Project 2			

The Bidder shall have experience in preparation of Development Control Regulation for ULB, State or Central Government of India

Sr. No.	Name of Project	Name of Client	
Project 1			
Project 2			

**FORM-6 - CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED FOR PROPOSED PERSONNEL**

The CVs must be submitted in the following format)

No.	Details	Response
1	Proposed Position & Skill Set	
2	Name of Staff	
3	Date of Birth	
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 / Societies	
6	Summary of key Training and Certifications	
7	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
8	Language Proficiency	(Read/Write/Speak) -(Excellent/Good/Fair)
9	Number of years of experience	
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From [Year]:_____ To [Year]: _____ Employer: Positions held:
11	Detailed Tasks Assigned [List all tasks to be performed under this assignment]	
12	Highlights of assignments handled and significant accomplishments. [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:
13	Any Other Exemplifying Work	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

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

I am willing to undertake the assignment if the Project contract is awarded to the firm and ensure my availability for the duration of the assignment.

SIGNATURE: .....

DATE OF SIGNING:    Day    Month    Year

Certified that the contents of the above are verified and found correct.  
Sign and Seal of the authorized signatory of the Bidder with date

**FORM-7 - SUMMARY OF INFORMATION ON PROPOSED EXPERTS**

No.	Family Name, First Name	Proposed position for the project	Name of the Firm	Length of Service with the Firm	Education/ Degree(Year/ Institution)	No. of years of relevant project experience	Total Experience since Completion of Education in no. of years	CV Signature (by Expert/authorized Signatory)

Signature of Bidder

Authorized signatory

Seal

Full Name

Title

Address

## **Annexure- 3: Forms for Financial Proposal**

Date: \_\_\_\_\_

**TO:**

Vishal Singh  
CEO

Shri Kashi Vishwanath Special Area Development Board <Name of the Bidder>

Room No 12 VDA Office

Panna Lal Park Raja Udai Pratap Marg Varanasi 221002 <Address of the Bidder>

**FROM:**

<Name of the authorized signatory>

<Designation of the authorized signatory>

**Subject: Financial Proposal in response to the Request for Proposals (RFP) for Appointment of a Consultant for Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh.**

Dear Sir,

We, the undersigned, offer to provide the consulting services for '**Development of Kashi Vishwanath Mandir, Manikarnika Ghat and Access from Mandir to Ghat at Varanasi, Uttar Pradesh**' in accordance with your Request for Proposal. We are hereby submitting our Financial Proposal in reference to our Technical Proposal submitted to you.

In this regard, we are pleased to quote our consultancy fees for the services mentioned in the Terms of Reference as follows;

Part	Fees in Figure	Fees in Words
Part-A – Detailed Master Plan and Concept Design – <b>Lumpsum Fees</b>		
Part-B – Comprehensive Detailed Design & Periodic Supervision of Workmanship - % <b>based fees</b>		
Part-C – Development Management Support – <b>Man month Fees</b>	-	-
Man month fees for Directors level person		
Man month fees for Associates level person		
Man month fees for Support Staff		

The fees quoted above is exclusive of Good and Service Tax (GST). GST as applicable on the above-said fees shall be payable additionally at the applicable rate.

We understand you are not bound to accept any Proposal you receive or may cancel or postpone the selection process without assigning any reason.

Yours faithfully,

<Signature, name and designation of the authorized signatory>

<Name of Firm>

<Address>



## Annexure- 4: Site Location Map

