



REQUEST FOR PROPOSAL

FOR

SELECTION OF AN ARCHITECTURAL FIRM TO PREPARE MASTER PLAN AND DETAIL PROJECT REPORT FOR CONSERVATION WORK ON PROTECTED MONUMENTS

26 JUNE 2023

TENDER REFERENCE :

letter no. 432 /I-79 (16)/22, Dated : 26 June 2023

AUTHORITY:

**U P STATE ARCHAEOLOGY DEPARTMENT
LUCKNOW, UTTAR PRADESH**

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1. TENDER SCHEDULE

The information contained in this tender or subsequently provided to the bidder, whether verbally or in documentary or in any other form by or on behalf of UP State Archaeology Department Lucknow (here in after referred as DUPSA) or any of its employees, is provided to the bidder on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement or an offer by the DUPSA to the prospective bidder or any other person. The purpose of this tender is to provide bidders with information that may be useful to them in the formulation & submission of their bids pursuant to this tender.

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

The DUPSA and its employees/advisors make no representation or warranty and shall have no liability to any person including any bidder under any law, statutory 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 tender or otherwise, including accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

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

The issue of this tender does not imply that the DUPSA is bound to select a bidder or appoint the selected bidder as the case may be, for the job and the DUPSA reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.



1.1 Notice Inviting Tender

The DUPSA invites sealed proposals for “Preparation of Detail Project Report, documentation & consultancy service for conservation of Protected Monuments”

S.NO	DESCRIPTION	DATE/DETAILS
1.	Issue of the tender document	26/06/2023
2.	Tender fee	INR 1250 payable in the form of demand draft, in favour of 'Director Uttar Pradesh Archaeology Department Lucknow', Payable at 'Lucknow'
3	Earnest Money Deposit (EMD)	Rs. 12,500/-
3.	Bid submission closing date	04/7/2023 at 16:00 Hrs
4.	Opening of technical tender	05/7/2023 at 11:00 Hrs
5.	Opening of financial tender	05/7/2023 at 16:00 Hrs
6.	Estimated project cost for DPR and Documentation	Rs 6.25 Lacs excluding GST
7.	Budget for total conservation work	Rs 500.00 Lacs
8.	Mode of Selection (QCBS)	80:20
9.	Selection	Project will be awarded to bidder securing highest combined marks (technical and financial): Technical weightage : 80% and Financial Weightage 20%.

The Demand Draft for the tender fee and EMD has to be submitted in original (hard copy) in a separate envelop on or before the last date & time of bid submission at the address given below. The Demand Draft should be drawn in favor of Director UP State Archaeology Department Lucknow, and payable at Lucknow. The place of opening tender : Chattar Manjil Campus, MG Road, Kaiserbagh, Lucknow– 226010, Uttar Pradesh (India)

Any queries should be submitted at upstatearchaeology@gmail.com with subject: 'tender reference: “**Preparation of Detail Project Report, documentation & consultancy service for conservation of Protected Monuments**” queries' before the stipulated date.



2. INSTRUCTIONS FOR SUBMISSION OF APPLICATION

2.1 Background

- Directorate of Archaeology (the "DUPSA" or the "Authority"), Government of Uttar Pradesh seeks the services of qualified firms for Preparation of Detail Project Report, documentation & consultancy service for conservation of Protected Monument
- About the details of monuments :
 1. Balmiki Ashram, Bithoor, Kanpur
 2. Rasik Bihari Mandir, Shivrajpur, Fatehpur
 3. Raj Mandir, Guptarghat, Ayodhya
 4. Raja Sitaram Mahal, Kotwan, Mathura

2.2 Objective

- The objective of this Consultancy is to preparation of Detail Project Report, documentation & consultancy service for conservation of Protected Monuments in the State of Uttar Pradesh.

2.3 Scope of Services

- In order to achieve the main goal, the specific objectives of the assignment under the given title are as follow:
- Preparation of Comprehensive plan, detailed architectural designs, 3D Views and walk through, infrastructure plans for conservation of Protected Monuments along with all support facilities such as Parking and Landscaping facilities.
- Components to be included in the planning
 - 1) Conservation of Protected Monuments
 - 2) Ramp for handicapped
 - 3) Guard Room, Store Room, Toilet service
 - 4) Flowering plants / beautiful landscaping
 - 5) Rainfall and drainage system
 - 6) Lighting and electrification service
 - 7) CCTV coverage
 - 8) Signage's



• **The Services to be performed by the Consultant shall include but not be limited to the following**

- Prepare preliminary design and design criteria/ outline specification for development of the sites
- Prepare preliminary cost estimates of development as per the DUPSA requirement; and preparation of detailed, estimates, bill of quantities and tender documents for each individual site on the basis of the components identified for intervention.

2.4 Studies, Surveys and Investigations

- The consultant will review the geographical and historical information for the site which are part of the project and completes a detailed land use study. The land use study is to include a review of archeological land use. The consultant will conduct site specific assessment and will delineate and evaluate the significance of the site and will also make recommendation for mitigation measures. Following surveys and studies shall be conducted as part of this Consultancy:
- Reconnaissance survey.
- Study of existing drawings, as-built survey, survey of structural formwork and condition assessment.
- Study of present layouts and functioning.
- Study for identification of sensitive structures; and
-
- Any other study or survey which the Consultant considers necessary or which the DUPSA may stipulate for successful completion of the Services under the Consultancy shall also be carried out.

2.5 Standards and Specifications

- While preparing the Report of the Project, the Consultant shall generally shall also take into account of relevant provisions of any other codes/ manuals/ circulars while preparing the Project Report and outline specifications stated above.
- The Consultant shall prepare at least three conceptual alternatives, which must be equally complete in all respects, yet significantly different to provide the DUPSA options to choose from. These alternatives shall be presented at an intermediate stage before the submission of the draft report. The



Consultant will assess approximate costs and benefits of different alternatives and present them to the DUPSA. The Consultant shall rework/modify the scheme based on interactions with and observations of the DUPSA. The DUPSA might selectively choose some concepts from each alternative and the Consultant may be asked to develop more alternatives incorporating these concepts to the satisfaction of the DUPSA. The Consultant might be asked to present details regarding these alternatives to enable the DUPSA to select one of them.

- After the conclusion of bidding for the project, any part of the Detailed Project Report provided by the Consultant including plans must not be capable of being challenged by the selected bidders on architectural, technical or practical considerations. It will be the Consultant's responsibility to fully defend the solutions proposed by him should these be questioned by the DUPSA or the bidders at any stage of the bidding process for award of the concessions and any modification or change required in the Detailed Project Report shall be made by the Consultant. No separate payment shall be made for this purpose and all costs for these changes shall be deemed to be included in the overhead costs of the Consultant.
- The Consultant shall provide a complete dimensioned layout of the proposed Project super imposed on the detailed site plans to enable the prospective bidders to prepare realistic financial bids and the selected bidders to fully appreciate their responsibility. He shall supplement the proposed layout with explanatory drawings, statements, charts, notes, etc. and provide preliminary cost estimates. He shall also provide sufficient information in the Detailed Project Report which shall help the Financial Consultant to appraise the Project before the bids are invited, and the bidders to do due diligence before submitting their respective bids.
- The Consultant shall provide for adequate open space such as parks, fountains, and green landscaping in the plan so that the Project adds value to the quality of the environment. The drawings for conservation and development should adequately address the requirements of public amenities.

2.6 Preliminary Design

- After receiving the approval of the DUPSA on the Preliminary report, the Consultant shall prepare the preliminary drawings with sufficient details to judge the feasibility of various layouts and prepare Preliminary Design and at the same time also prepare designs for infrastructure facilities. Preliminary design shall be adequately detailed so that interest of the DUPSA is fully safeguarded by clear planning parameters. Preliminary Design shall be submitted at the time of submission of the Detailed Project Report. The Consultant shall further amplify the major elements of Master plan and design of the various infrastructure facilities such as communications systems, landscaping, public amenities etc. in sufficient detail so as to



demonstrate the constructability and feasibility of the Plan.

- After the preliminary drawings are finalized, a physical model shall be prepared and submitted to the DUPSA. The size and scale of the physical model shall be adequate to illustrate the concepts. The Consultant shall modify the physical model matching with modifications carried out during the process of approval. Separate models should be prepared for each site.
- Architectural Drawing
- The Consultant shall prepare Detailed Architectural Drawings, Services Drawings, site layout drawings, landscape drawings, outdoor installation drawings, and sections

2.7 Specification and Standards

- The Consultant shall prepare the technical specifications and standards that would govern the conservation of the Project and the development thereof. The Consultant shall actively assist the DUPSA in preparation of documents, reports, drawings etc. to enable the DUPSA to logically argue its case and get the issues satisfactorily resolved. Consultant shall prepare plans conforming to the extant urban or any other by laws if it exists with a view to enabling an „in principle“ approval of concerned authorities.

2.8 In-principle“ approval from concerned authorities

- The Consultant shall proactively assist the DUPSA in obtaining „In principle“ approval for the Detailed Project Report from all concerned local authorities, other Government Departments which are required as per law. The Consultant shall ascertain the formalities that need to be gone through and submissions that need to be made. The Team Leader who is duly authorized to sign the submissions shall sign and make necessary submissions in this regard. The Consultant shall interact with the relevant authorities, wherever required for obtaining clearances/approvals and carry out necessary changes/improvements required for obtaining such clearance/ approval. Consultant shall make presentations regarding proposals as and when required for obtaining approvals, clearances etc. or as otherwise requested by Project Team. The responsibility for defending the plans/ proposals and designs including modifications thereto, if any shall remain with the Consultant

2.9 Preparation of Project Cost

- The Consultant shall provide the estimated costs and maintenance and development costs as part of its report of the Project.



3.0 PREPARATION OF REPORTS

- In pursuance of this TOR, the Consultant shall prepare the following Reports as a part of this Consultancy. These reports are not intended to be used as final products but as intermediate inputs for obtaining the DUPSA feedback to aid preparation of the Detailed Project Report. The Consultant shall submit the draft of each report to the DUPSA at least two weeks before its final submission. Upon submission of draft reports, the DUPSA will scrutinize the draft reports and convey its observations to the Consultant through the Project Team. The Consultant shall make necessary presentations, attend meetings and provide clarifications during the DUPSA 's scrutiny. The Consultant shall address the Project Team's observations and carry out necessary additional work, rectification, modification, clarification etc. and submit the final report thereafter. On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the "Inception Report"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the methodology to be followed and Work Plan. This submission will be for reference purposes only to map out the method and manner in which the Consultant plans to approach the assignment. Inception Report shall also include the schedules for presentation, submission of various draft and final deliverables and visits of Key Personnel prepared in consultation with the Project Team.

3.1 PROJECT DELIVERABLES

PRELIMINARY REPORT

- The Consultant shall prepare the preliminary plans of the Project and based on the DUPSA feedback on its recommendations, the Consultant shall prepare the proposed plan containing all necessary details generally shown on such plans. This report would contain preliminary studies, surveys and investigations, options for holistic development, study of layouts etc. and shall be delivered as the Preliminary Report (the "Preliminary Report"). Should any revision of these plans and paper become necessary during subsequent reviews, the Consultant shall revise the same to the satisfaction of the DUPSA.

3.2 Detailed Project Cost

- The Consultant shall prepare a preliminary cost estimate for the Project including but not limited to infrastructure development, and additional infrastructure facilities for coping with the beautification, etc. Cost estimates during concept proposal stage may be approximate based on typical relationship of quantities such as volume etc. At Report stage, preliminary cost estimates for mandatory capital expenditure shall be based on preliminary BOQ or typical relationship of quantities/area or a combination thereof, as appropriate, so as to give a reasonable assessment of cost for



taking administrative and financial decisions. Cost estimates shall include all the costs including cost of renovation, relocation of structures if any, cost of augmenting infrastructure, etc. The idea is to sustain the project in the long run which does not mean that the project has to be a sustainable one.

3.3 Deliverables

- The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. 03 (three) hard copies and 02 (two) soft copies in CDs of all the Reports mentioned herein below shall be submitted to the DUPSA. The Deliverables shall include:

3.4 Inception Report

- On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the “Inception Report”). The Inception Report shall be a further elaboration of the Consultant’s submissions towards understanding of the RFP, the methodology to be followed and Work Plan. It shall also include a Reference Detailed from their previous work experience or from similar another project as an example of how the final product of the consultancy may shape up. This submission will be for reference purposes only to clearly map out the method and way the Consultant plans to approach the assignment. Inception Report shall also include the schedules for presentation, submission of various draft and final Deliverables and visits of Key Personnel prepared in consultation with the Project Team.

3.5 Detailed Project Report

- The detailed project report (the “Project Report”) shall include (but not limited to) the Development Plan after incorporating observations of the DoT, an executive summary of relevant survey/study reports, site plans, drawings of landscape, roads, design, structure relocation, costing, plans for area development, preliminary risk analysis., and shall, at a minimum, consist of but not be limited to the following:
 - Utility Drawings
 - Specification and Standards
 - Project Cost
 - Drawings

3.6 Assistance during bid process

- The Consultant shall provide assistance to the DUPSA, if required, in preparation of bid documents. The Consultant shall also participate in Pre-bid Conferences and assist in preparation of answers to the Bidders’ queries on technical aspects of the Bid Documents.



3.7 Provide Works Supervision during construction period

3.8 Project Tenure

- Total duration for the contract shall be one months from the date of work order.

3.9 Stakeholder Consultations

3.9.1 The Consultancy requires close interaction with the project team (the “Project Team”) that will be nominated by the DUPSA for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. Consultant shall actively associate in the DUPSA reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews.

3.9.2 The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, social impact assessment etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

3.9.3 Architect and Team Leader

Educational Qualifications	Master's in Architectural Conservation
<ul style="list-style-type: none">• Essential Experience	<ul style="list-style-type: none">• 05 years• He should have prepared the Detail Project Report & Documentation for Conservation of Protected Monuments/ Heritage sites have led the team for at least 5 (five) Eligible Assignments.• He should have worked on nomination dossier and worked on site management plan of any World Heritage sites
<ul style="list-style-type: none">• Job responsibilities	<ul style="list-style-type: none">• Architect shall prepare the Detail Project Report, Documentation report and lead, co-ordinate and supervise the multidisciplinary team for preparation of the Detailed Project Report.

3.10 Completion of Services

3.10.1 All the study outputs including primary data shall be compiled, classified, and submitted by the Consultant to the DUPSA in soft form apart from the Deliverables indicated. The study outputs shall remain the property of the



DUPSA and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the DUPSA. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by the DUPSA and a communication by the DUPSA to that effect.

- 3.10.2 Similar experience of the Applicant in the prescribed format at Appendix – C, along with supporting documentary proofs
- 3.10.3 Power of Attorney (on stamp paper and duly notarized) for signing of Applications on behalf of the Applicant in the prescribed format at Appendix – D.
- 3.10.4 The Applicant should submit a Power of Attorney as per the format enclosed as Appendix- D, authorizing the signatory of the Application to commit the Applicant. The Application must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
- 3.10.5 In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor, the Power of Attorney is required to be submitted in the format at Appendix- D.
 - by a partner or a duly authorized person holding the Power of Attorney, in case of a partnership firm or a limited liability partnership firm; or
 - Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
 - The DUPSA reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Applications.

3.11 Amendments to Tender

At any time prior to the Application Due Date, Schedule of Empanelment Process, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, amend the Empanelment Document by the issuance of Addenda. Any Addenda issued would be published only in Department of Culture Website and <http://upculture.up.nic.in>; the same shall be binding on the Applicants.

In order to afford Applicants reasonable time to take the Addendum into account, or for any other reason, the Authority may, at its discretion, extend the Application Due Date. Information about extension of the Application Due Date will be published only in the Department of Culture Website and <http://upculture.up.nic.in>

3.12 Cost of Application

The Applicants shall be responsible for all of the costs associated with the preparation of



their Applications and their participation in the Empanelment Process including subsequent negotiation, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the RFP

3.13 Right to reject any or all Applications

Notwithstanding anything contained in this Document, the Authority reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Tender. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

the technical score would be ranked in the descending order and the Authority would announce a list of short-listed Applicants who have received 70 or more than 70 marks. The Authority will not entertain any query or clarification from Applicants who fail to be empaneled.

3.14 Validity of Applications

The applications shall be valid for a period of not less than 240 (Two hundred Forty) days from the Application Due Date ("Application Validity Period"). The validity of application may be extended by mutual consent of the respective applicant and the Authority.

4.0 EVALUATION OF APPLICATIONS

4.1. Opening and Evaluation of Applications

- 4.1.1. The Authority shall open the Applications on the date specified, Schedule of Empanelment Process will be in the presence of the Applicants who choose to attend.
- 4.1.2. The Authority will examine and evaluate the Applications in accordance with the provisions set out in this **Section 3.10.3**
- 4.1.3. To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicants regarding its Applications.
- 4.1.4. Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant, if the Applicant is subsequently empanelled on the basis of such information.

4.2. Tests of Responsiveness

- 4.2.1. Prior to evaluation of Applications, the Authority will determine whether each Application is responsive to the requirements of the Empanelment Document. An Application shall



be considered responsive only if:

- a) it is received by the Application Due Date including any extension thereof.
- b) it contains the information and documents as requested in the Empanelment Document.
- c) it contains information in the form and formats specified in the Empanelment Document.
- d) it provides the information in reasonable detail. ("**Reasonable Detail**") means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Applicant). The Authority reserves the right to determine whether the information has been provided in reasonable detail.
- e) it does not contain any condition or qualification; and
- f) it is not non-responsive in terms hereof.

4.2.2. The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Application.

4.2.3. Applications which are found to be non-responsive shall be rejected.

4.3. **Evaluation of Experience of the Applicant**

4.3.1. All the Applicants whose Applications are found to be responsive as per Clause 4.2.1 and have fulfilled the Conditions of Eligibility specified in Section 3 (Clause 3.10.3) shall be ranked on the basis of the marks obtained in accordance with the parameters set out in the table below:

4.4. Pre-Qualification

4.4.1. All the Applicants has to submit work experiences (completed) of at least 1 Detail Project Report & Documentation for Conservation of Protected Monuments in India during last 10 years.

4.4.2. All the Applicants has to submit the ITR of last three years

4.4.3. Technical Evaluation Criteria

S. No.	Parameter	Max. Marks
1	Similar Project Experiences : (40 marks) : Detail Project Report & Documentation for Conservation of Protected Monuments - 10 marks per project - Total 4 projects	40



2	Financial Strength of the Bidder: Average Turnover Criteria : (20 marks) <ul style="list-style-type: none">- Rs. 05 lakhs to Rs 7.5 Lakhs – 05 marks- Rs. 7.5 lakhs to Rs 10 Lakhs – 10 marks- Rs. 10 lakhs to Rs 15 Lakhs – 20 marks	20
3	Presentation (40 marks) <ul style="list-style-type: none">- Understanding of the Project [15 marks]- Detailed Approach, methodology and work plan: [20 marks]- Team Composition - [5 marks]	40
	TOTAL	100

4.4.4. Applicants who score minimum 75 marks out of 100 marks shall be qualified for opening of financial bids

4.4.5. **Quality Cum Cost Based Selection (QCBS) method shall be adopted for selection of the agency (80:20)**, which has been fully described in section eligibility criteria and evaluation methodology of this tender document. The bidder achieving the highest combined technical and financial score as described in section eligibility criteria and evaluation methodology will considered to be the successful applicant and will be invited for negotiations, if required before the final contract signing (the “successful applicant”).

In case there are two or more bidders with the same combined score, amongst the said bidders with same combined scores, the bidder getting the highest technical score will be declared as the preferred bidder. The selection in such cases shall be at the sole discretion of DUPSA.

The DUPSA reserves the right to reject any proposal, if:

- At any time, a material misrepresentation is made or discovered; or
- The bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.
- In the event of acceptance of the proposal of the preferred bidder, the DUPSA shall declare the preferred bidder as the successful bidder. the successful bidder(s) shall be issued the work order on priority.

1) Notwithstanding anything contained in this tender document, the DUPSA reserves the right to accept or reject any proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment.

2) The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and or in connection with the bidding process.



4.4.6. Process Confidentiality

- 1) Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. the undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the DUPSA, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the contract.

4.4.7. Data Confidentiality

- 2) The agency shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the agency divulge/reveal/share such data for the purpose other than for meeting the DUPSA's requirements. any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of the agency's services from the government of Uttar Pradesh. The decision of the client shall be final in this regard and binding on the agency.



5.0 FORMATS FOR SUBMISSION OF APPLICATION

APPENDIX A: FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING

(On the Letterhead of the Applicant)

To

The Director

U P State Archaeology Department
Chhatar Manzil Campus, Mg Road, Kaiserbagh,
Lucknow– 226010, Uttar Pradesh (India)
TEL: (91) 522 – 2622768 / 2623045
E-MAIL: upstatearchaeology@gmail.com

Ref: **“Preparation of Detail Project Report, documentation & consultancy service for conservation of Protected Monuments”**

Dear Sir:

- 1 Being duly authorized to represent and act on behalf of.....
- 2 (Hereinafter referred to as **“the Applicant”**) and having reviewed and fully understood all of the information provided in the RFP document provided to us by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the RFP Document.
- 3 I/We have studied the RFP Document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
- 4 This statement is made for the express purpose of qualifying as an Applicant for the aforesaid RFP
- 5 I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the qualification statement.
- 6 I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7 I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants
- 8 My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our application.



- 9 I/We understand that any omission, commission or misstatement in facts provided by us will make our application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
- 10 I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or other wise.

I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of consultants, or in connection with the RFP Process itself, in respect of the above-mentioned activities and the terms and implementation

I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, I/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....
Signature of the Authorized Person

.....
Name of the Authorized Person Datethere of.



APPENDIX B: FORMAT FOR DETAILS OF THE APPLICANT

(On the Letterhead of the Applicant)

SI No	Particulars	Details	Supporting Documents required to be submitted along with this Form
1.	Name of the Applicant	---	
2.	Status of the Applicant		
		Address:	
		Name & Designation of the Contact	Attach a copy of the latest telephone bill, ownership deed, lease/ rental agreement, or any other documentary proof evidencing the claim.
3.	Address of the Applicant:	Person: Phone No:	
		Fax No:	
		Mobile No.	
		Email Id:	
4.	Applicant Income Tax PAN No.		Attach copy of PAN
5.	Applicant GST		Attach copy of Registration Certificate (if applicable) GST registration certificate
6.	Details of any lawsuits pending in any of the courts in India or abroad.		
7.	Can you provide a dedicated team to service DUPSA ? Yes/ No		



APPENDIX C: FORMAT FOR EXPERIENCE OF THE APPLICANT

(On the Letterhead of the Applicant)

• Name of Project	
• Name of the Client	
• Address of the Client and contact • Details	
• Value of work (Rs Lacs)	
• Details of work undertaken	
• Brief Narrative of the project	
• Date of commencement	
• Date of completion	

Instructions:

- Experience of parent/subsidiary/associate Company (ies) of the Applicant would not be considered for valuation.
- Separate **Appendix – C** is required to be submitted by the Applicant with respect to each assignment for which the Applicant is claiming its experience.
- The experience claimed by the Applicant with respect to each such assignment should be substantiated with
 - a copy of work order and completion certificate issued by the respective client for each assignment or satisfactory certificate along with other documents including photographs to substantiate the claim.
 - Certificate of an Independent/ Statutory Auditor as per format at Appendix below:
- The evidence submitted in (iii) above shall be considered collectively for purposes of evaluation.



APPENDIX D: FORMAT FOR POWER OF ATTORNEY

(On the applicable value of Stamp Paper)

Power of Attorney

Know all men by these presents, we, (Name of Applicant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing at....., **who** is presently employed/ Partner with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for “**SELECTION OF AGENCY Preparation of Detail Project Report, documentation & consultancy service for conservation of Protected Monuments – ----- IN THE STATE OF UTTAR PRADESH**” (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-application conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Application and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Empanelment and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 20**

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

OTHER TERMS AND CONDITIONS

6.1. Terms of Work Order

6.1.1. DUPSA will reject the Application of an Applicant, if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices.

6.1.2. DUPSA reserves the right to drop any Applicant from the empanelled list without assigning any reason whatsoever. DUPSA also reserves the right to modify the terms and conditions of empanelment.

6.1.3. Post technical evaluation, the Technical Evaluation Committee shall provide a technical score based on the merit of their credentials. Consultants scoring above the minimum score of 70 shall be declared as qualified consultants (the “RFP”) and subsequently financial quote for a particular

6.1.4. To the Selected Consultants and DUPSA shall issue **Work Order**

6.2. Relationship

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “DUPSA” and the “Applicant”. No partnership shall be constituted between DUPSA and the Applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The Applicants shall be fully responsible for the services performed by them or on their behalf.

6.3. Allocation of Work

6.3.1 Mere empanelment with DUPSA does not guarantee allocation of work. A separate work order will be issued to the Selected Consultants for each assignment. The Selected Consultants shall not assign its responsibilities to any other consultants, in whole or in part, to perform its obligation under the Contract.

6.4. Performance Security

The Selected Consultants shall for due performance and fulfillment of the terms of the LOA/Contract furnish to DUPSA, an unconditional and irrevocable Bank Guarantee as Performance Security equal to 5% of the total Contract Price quoted by the Selected Consultants. The Bank Guarantee against Performance Security should be drawn from a nationalized bank in favor of Director UP State Archaeology Department Lucknow, and payable at Lucknow.. The Performance Security should be payable on demand and be valid for a period of 90 (Ninety) days from the date of signing the LOA with the Authority.

6.5 Termination

6.5.1 Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one-month advance notice in writing

6.5.2 DUPSA reserves the right to withdraw/ terminate empanelment in any of following circumstances:

- a) Applicant becomes insolvent, bankrupt, resolution is passed for winding up of the Applicant's organization
- b) Information provided to DUPSA is found to be incorrect
- c) if the Selected Consultants is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
- d) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of DUPSA or any personnel in agreement executions.
- e) **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a Contract, to DUPSA, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive DUPSA of the benefits of free and open competition.
- f) **"Unfair trade practices"** means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- g) **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.
- h) **"Collusive practices"** means a scheme or arrangement between two or more applicants with or without the knowledge of the DUPSA, designed to establish prices at artificial, non-competitive levels;

6.6 Indemnification

6.6.1 The Selected Consultants will indemnify DUPSA against any misuse of brand name, logo and promotional activities. For any misuse of brand name, logo and promotional activities, the Selected Consultants themselves will be held responsible. DUPSA will take necessary legal actions for such cases.

DUPSA will not be responsible for any miscommunication or harm caused to any party

6.6.2 Because of any misrepresentation of its name and logo by the Selected Consultants.

6.5 Applicable Laws and Jurisdiction

6.5.1 Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

6.5.2 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in