



## DISCLAIMER

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

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

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

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

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

## CRITICAL INFORMATION AND IMPORTANT DATES

- Mathura Vrindavan Development Authority invites Consultants to submit their technical offer to participate in this “Expression of Interest (EOI) for Appointment of Consultant for Preparation of City Forest in Sunrakh, Vrindavan, Dist. Mathura.
- Consultants are advised to study this EOI document carefully before submitting their proposals. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications
- All communications related to this EOI including the submission of the Proposal in hardcopy shall be addressed to:  
**Secretary**  
Mathura Vrindavan Development Authority,  
32- Civil Lines,  
Mathura 281004 Uttar Pradesh, India  
Email: [vcmvda2014@gmail.com](mailto:vcmvda2014@gmail.com)
- Vice Chairman, MVDA decision will be full and final in all cases.

**Last date for submission of EOI is 13/08/2018, 1400hrs.**

### IMPORTANT DATES:

Sr. No.	Details	Important Dates
1	ISSUE OF BID DOCUMENT	06.08.2018
2	BID SUBMISSION	13.08.2018 @ 1400 hrs
3	BID OPENING DATE & TIME	13.08.2018 @ 1500 hrs
3	PRESENTATION DATE & TIME	14.08.2018 @ 1200 hrs
4	OPENING OF FINANCIAL BID (ONLY FOR SUCCESSFUL QUALIFIER AFTER PRESENTATION)	14.08.2018 or as decided

# **Mathura Vrindavan Development Authority**

## **Expression of Interest (EOI) for Appointment of Consultant for Preparation of City Forest in Sunrakh Village, Vrindavan, Dist. Mathura**

### **CHAPTER - 1**

#### **1.1 Information Provided**

The **Expression of Interest (EOI)** document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Mathura Vrindavan Development Authority (MVDA) in relation to the provision of services. Neither MVDA nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this EOI document.

#### **1.2 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, MVDA and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of MVDA or any of its officers, employees, contractors, agents, or advisers.

#### **1.3 Costs Borne by Respondents**

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by MVDA, will be borne entirely and exclusively by the Recipient / Respondent.

#### **1.4 No Legal Relationship**

No binding legal relationship will exist between any of the Recipients. Respondents and MVDA until execution of a contractual agreement.

#### **1.5 Recipient Obligation to Inform Itself**

The Recipient must conduct its own investigation and analysis regarding any information contained in the EOI document and the meaning and impact of that information.

## CHAPTER – 2

### 1.0 Introduction

Mathura Vrindavan Development Authority, (Referred as Client) intends to implement project of "**City Forest Park in Village Sunrakh, Vrindavan, Distt. Mathura**" in approx. 400 Acres of land. This way the Authority wishes to:

- a) Seek Advice for Preparation of a plan for preserving, developing & maintaining the aesthetic quality of Braj & Vrindavan in the field of 'Cultural, ecological & architecturally'.
- b) Coordinating & monitoring the implementation of such plan.
- c) Create awareness among citizens about key areas;
- d) Help citizens and tourists to relate to the historic parts of the city in a more personal and intimate manner;
- e) Draw the tourists into areas of rich cultural and architectural Heritage which are not yet on the tourist itinerary completely;

This project of dedicated City Forest in Vrindavan shall target the stories and regions of Braj.

In this regard, Mathura Vrindavan Development Authority invites **Expression of Interest (EOI) for Appointment of Consultant for Preparation of City Forest in Sunrakh Village, Vrindavan, Dist. Mathura** from experienced individuals / firms who has an experienced to work in this field.

### 2.0 Scope of Work

1. Conceptualization, Designing, Landscaping & Architecture of Project
2. To make concerned efforts in the direction of professionally enhancing awareness & interest in intangible cultural heritage, safeguarding, promoting & propagating it systematically.
3. To formulate Architectural regulations to bring out an uniformity of the spaces , green areas, ponds, and other water bodies, in conformity with the architectural sense of the region.
4. Incorporate local/native species of trees, local aesthetic/mythology of the region, conserving the area like a forest.
5. To create strategic approach for implementation and functioning of **Project**.

### 3.0 Qualifying Criteria for Individual / Consultants

1. The Consultant should be an Architect (holding a valid 02 Year Master degree in Landscape Architecture & Valid COA Certificate) or any other equivalent degree in the field of Landscape Architecture (Masters) with a experience of at least 15 years in the field of Landscape and city forest kind of projects.
2. The Consultant should have proven experience of carrying out similar kind of project in past years in Government Sector. (Min 2 such kind of work) of Project not less than 100 Crores and minimum area of 100 acres (Both to be mandatory included) - Work order of such kind of work from Government organization to be enclosed.
3. The Consultant thus applying has never been debarred / blacklisted. (Undertaking for the same as per "**Annexure 4**")

4. The Consultant should have a valid team members for undertake the Projects, list of team members to be attached along with the technical details.
5. Experience of working with Government clients (at least for 2 projects in State / Central agency) either in Individual capacity or in Organization / firm / company is must. (Work order for the same to be attached).
6. Consultant should submit the document that he/she not be involved in any court of law for any case (Undertaking for the same to be submitted). - As Annexure 4
7. Consultant should be registered with GST (goods & service Tax), and if not he/she should submit a letter as per Annexure 6.
8. Consultant should submit its personal balance sheet of last 03 years, duly signed attested by Chartered Accountant.
9. Any other relevant information useful for the undertaking the projects to be attached with the EOI in technical information

**All necessary documents in support of qualification claim shall be attached with the application.**

#### 4.0 Evaluation Criteria

- The Authority has adopted at weightage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising Technical and Financial proposal separately be submitted in a two separate sealed envelopes, and both envelopes to be put in a Single Envelope marked with 'EOI for Appointment of Consultant for City forest in Sunrakh, Vrindavan. Consultant Name and all details to be provided on top of the envelope. In the first stage, a technical evaluation will be carried out as specified below.
- All the proposals will be scrutinized and candidates shortlisted. The Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective marks are as under:

Sr. No.	Details	Marks (Maximum) 100 Marks
1	Profile	20
2	Work experience	20
3	Presentation as per Scope of Work	35
4	Working Experience of Similar Projects	25

- In Presentation Applicant should showcase all works done in past and a conceptual design of the proposed work on the City forest along with graphical representation in front of the committee headed by Vice Chairman.
- Committees evaluate marks out of 100, for Presentation of the firm / Applicant. Those participants scores maximum in presentation will be qualified for financial proposal and only their envelope to be opened.
- Minimum 60 Marks to be scored & top 3 bider selected for financial bid opening process.
- The financial proposal of others will not be considered and returned unopened after completing the technical selection process.
- In the second stage, the financial evaluation will be carried out on L-1 basis.

Applicant shall submit the Financial Proposal in the format at **Annexure 6** clearly indicating the total cost of the Consultancy.

**The Presentation should have following contents:**

1. All the points mentioned in “SCOPE of WORK”.
2. The experience in the area of Landscape Architecture, Horticulture, Designing, Planning of Such kind of Projects (resume to be attached).
3. Must have existing clients and experience of handling such projects (Attach Screen shots of project details).
4. Sample Collateral designed/ proposed for “**City forest**”

**The presentation will held at Conference Room, MVDA, Mathura at the date and time mentioned above.**

**5.0 Supports from Mathura Vrindavan Development Authority**

1. Liaisoning support (Support Staff / Departmental support) will be provided to the successful Consultant by Mathura Vrindavan Development Authority, if required.
2. MVDA will be securing necessary permission from concerned Govt. agencies (Local administration, Police, heritage authorities etc.) for successful Consultant

**6.0 Deliverables**

1. Consultant should provide the drawing / conceptual level plan to Authority in Min 10 days from the Work order Date.
2. Project duration is of 02 Years, all Drawings related to project to be provided by Consultant in a specified time period mentioned by MVDA in agreement.

**7.0 Validity of the Contract:**

1. The validity of the contract to be executed with successful Consultant will be for a period of Two Years, can be extended on the basis of performance and approval from Vice Chairman MVDA.
2. Contract can be terminated by individual or by MVDA with a minimum 45 days notice to either party.

**8.0 General**

1. This is not a **Request for proposal (RFP)** and **commercial bids SHOULD be submitted with EOI only.**
2. **MVDA** reserves the right to examine / verify the supporting documents / reports furnished by the Consultants.
3. MVDA shall shortlist the Consultants based on the requirements and the responses submitted. MVDA reserves the right to call only short listed Consultants for **technical presentation** of their proposed solution and their subsequent empanelment on the date, time as decided by MVDA.
4. If any information or document provided in the response to this EOI is found to be misleading, subsequently the Consultant will be disqualified.
5. MVDA may reject any or all the proposals received / cancel the entire process at any stage without assigning any reason whatsoever.

6. MVDA shall have absolute discretion to issue **Request for Proposal** to eligible Consultants shortlisted under EOI or go for open Reference later. The decision taken by the MVDA in this regard is final and binding on all the Consultants of EOI.
7. The Consultant who wish to submit responses to this EOI should note that they should abide by all the terms and conditions contained in the EOI. If the responses contain any extraneous conditions put in by the Consultant, such responses may be disqualified and may not be considered for the empanelment / selection process.
8. The information exchanged between the Consultants and MVDA as part of this EOI shall be confidential and shall not be disclosed without the prior written consent of the MVDA.
9. **Consultant should be paid only after successful verification of quality of work and bill (generated by Consultant) by VC, MVDA.**
10. Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this EOI, the parties shall be subject to the jurisdiction of courts at Mathura, Uttar Pradesh India only.

## 9.0 Submission of Proposal

### Proposal packing and inclusions

#### A. Proposal preparation

##### (i) Technical Preparation

The Consultant shall prepare "Technical Documents" which shall contain:

- 1) All the annexure as mentioned in EOI.
- 2) Supporting Documents as mentioned in Clause 4.0.

The "Technical Documents" shall be submitted in hardcopy and to be enclosed in an outer Packet labelled as Expression of Interest (EOI) for Consultant of City Forest in Sunrakh, Vrindavan and must be submitted before the stipulated time as mentioned in section, "**Important Dates**"

##### (ii) Financial Preparation

Consultant / individual applying for EOI should submit their financial proposal in specified format (Annexure 6).

Consultants qualifying as per the criteria mentioned above and one who is interested in providing the services detailed above, may submit their response to this EOI as per formats given in annexure along with relevant documentary evidence latest by **13<sup>th</sup> August 2018 till 1400 hrs**. Any response not containing information for all the parts of Annexure may be treated as rejected.

## 10. Rights of MVDA

i.VC, MVDA reserves the right to accept / reject the offers received, or call for any additional information /clarification, or modify / cancel the bidding process, if so required, without assigning any reason whatsoever.

ii.VC, MVDA reserves the right to cancel/terminate the agreement any time without assigning any reason or failing to submit the report within stipulated time or unsatisfactory report or any reason as deemed fit.

## 11. Intellectual property rights

The IPR of all the creative, registrations, program, formats etc, would vest with MVDA.



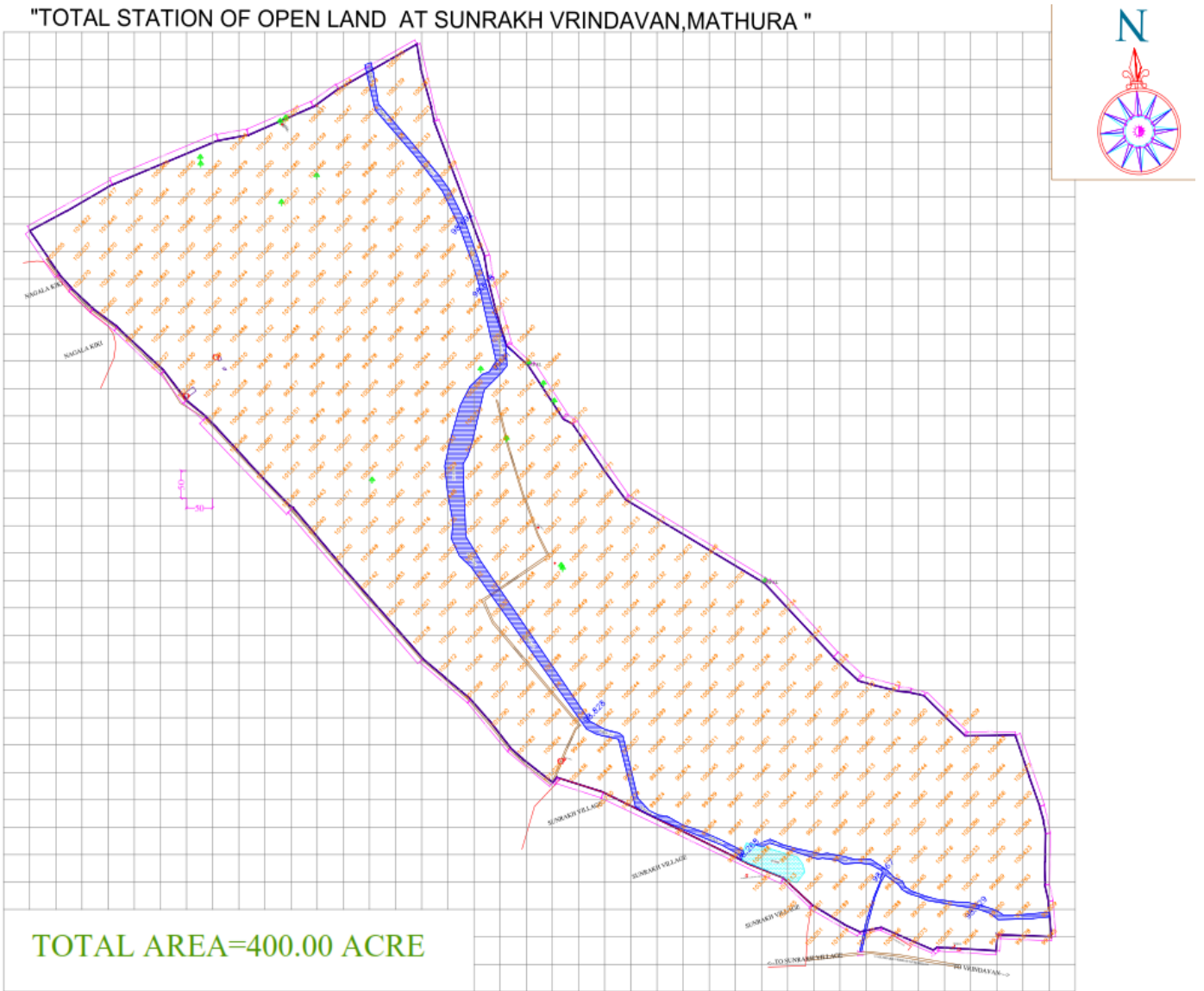
## **12. Arbitration**

12.1 All matters of dispute arising out of this shall be governed by Indian law and subject to the jurisdiction of Courts at Mathura.

12.2 All Disputes between the Parties arising out of or relating to or inconnection with this Agreement, including the performance or non performance of the obligations set out here in shall, so far as is possible, to be settled amicably between the Parties within thirty (30) days after written notice of such Dispute has been given by one Party to the other Party. The venue of the amicable settlement proceeding shall be the Head Office of MVDA at Mathura.

12.3 If any dispute or difference of any kind whatsoever shall arise inconnection with or arising out of this contract or the execution of work or maintenance of the works there under, whether before the commencement or during the progress of works or after the termination, abandonment or breach of contract, and it is not amicably settled within 60 days of the notice being served on the other party , it shall be referred to arbitration before a Sole Arbitrator appointed by mutual consent of both parties and as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be the Head Office of MVDA at Mathura. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

### 13. Map of Sunrakh – Land Allotted for City Forest:



**Annexure-1 Format of Application Form**  
(On Applicant's Letterhead)

To,  
Vice Chairman,  
Mathura Vrindavan Development Authority  
32 Civil Lines, Mathura 281004

**Subject: EOI for Appointment of Consultant for City Forest in Sunrakh, Vrindavan**

Dear Sir,

This has reference to the advertisement pertaining to the above captioned subject. We are interested in submitting our Expression of Interest for the same. We would like to clearly state that we qualify for this work as our organization meets all the pre qualifying Criteria indicated by Mathura Vrindavan Development Authority, Mathura & our organization is not under a declaration of ineligibility for corrupt or fraudulent practices.

We understand that if the details given in support of claims made by us are found to be untenable or unverifiable or both our EOI will be rejected without any reference to us. We further clearly understand that MVDA is not obliged to inform us of the reasons of rejection of our bid.

**Yours sincerely**

**Signature**

Name, designation, contact address, telephone number, email & seal of authorized Signatory

## **Annexure -2 Consultant Profile**

**Attach Detailed Bio data along with Certificates and supporting documents**

## **Annexure - 3 - Experience**

<b>Sr. No</b>	<b>Organization</b>	<b>Name</b>	<b>Year in which works Proposed / Completed</b>	<b>Place</b>
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## Annexure 4: Declaration Regarding Clean Track

(To be submitted on letterhead of the Consultant)

To,  
**Vice Chairman,**  
**Mathura Vrindavan Development Authority**  
**32 Civil Lines, Mathura 281004**

Dated -----, 2018

**Ref: EOI for Appointment of Consultant for City Forest in Sunrakh, Vrindavan**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI Document regarding Appointment of Consultant for City Forest in Sunrakh, Vrindavan.

I hereby declare that my company has not been debarred / black listed by any Government / Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. 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.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. We are not involved in any court of law for any case related to such kind of work
3. The information provided in the EOI document is true and no false representation has been made.

Yours faithfully,

(Signature of the Consultant)

Printed Name:

Designation Seal

Date:

Business Address:

Place: Consultant's signature

Date: with seal.

**Annexure 5: Declaration Regarding GST Registration**

(To be submitted on letterhead of the Consultant)

To,  
**Vice Chairman,**  
**Mathura Vrindavan Development Authority**  
**32 Civil Lines, Mathura 281004**

Dated -----, 2018

**Ref: EOI for Appointment of Consultant for City Forest in Sunrakh, Vrindavan**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI

I hereby declare that I '\_\_\_\_\_', s/o of '\_\_\_\_\_' resident of '\_\_\_\_\_'  
bearing PAN CARD No: '\_\_\_\_\_' not registered with GST currently.

If I appointed as a Consultant for the above said work then I would registered with GST and provide the same within 3 months of time

Yours faithfully,

(Signature of the Consultant)

Printed Name:

Designation Seal

Date:

Business Address:

Place: Consultant's signature

Date: with seal.

## Annexure 6: Financial Proposal

(To be submitted on letterhead of the Consultant)

To,  
Vice Chairman,  
Mathura Vrindavan Development Authority  
32 Civil Lines, Mathura 281004

Dated -----, 2018

**Ref: EOI for Appointment of Consultant for City Forest in Sunrakh, Vrindavan**

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the EOI Document as per subject mentioned above.

My Best Financial Quote for the above mentioned work: \_\_\_\_\_ (in Percentage of the Total Project Cost / Lumsum).

(Rupees in words : \_\_\_\_\_) inclusive of all taxes

I also agreed that No TA, DA provided to me,

I also certified that above Total project Cost doesn't include the cost involve in purchasing of land / acquisition part if any, it only involves for the project proposed design.

I also certified and agreed that the contract if signed with me can be terminated with a period of 45 days notice

Yours faithfully,

(Signature of the Consultant)

Printed Name:

Designation Seal

Date:

Business Address:

Place: Consultant's signature

Date: with seal.