**Request for Proposal**

**Selection of Technical and Architectural Consultancy firm**

**for**

**Landscaping of water Bodies**

**in**

**Ranchi**



**Ranchi Municipal Corporation**

**Kutchury Road,**

**Ranchi – 834001**

**(Jharkhand)**

**Phone: 0651-2211215, 2203469**

**Fax: 0651-2211777**

**DISCLAIMER**

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Employer or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP (the “Proposal”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Employer, its employees and advisers make no representation or warranty and shall have no liability to any person including any 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 or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.
5. The Employer 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 RFP.
6. The Employer 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 RFP.
7. The issue of this RFP does not imply that the Employer is bound to select the Successful Bidder, for the Consultancy and the Employer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The Bidder 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 Employer or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Particulars** | **Page No.** |
|  | **Section I** |  |
| 1 | Introduction | 5 |
| 2 | Instruction to bidders | 9 |
| 3 | Evaluation of Proposals | 20 |
| 4 | Fraud and Corrupt Practices | 24 |
| 5 | Miscellaneous | 25 |
|  | **Section II- Terms of Service** | 27 |
|  | **Section III- Formats for submission of Technical Bid** | 33 |
|  | Project Experience | 33 |
|  | Financial Capacity | 34 |
|  | Format of Curriculum Vitae | 35 |
|  | Work Plan | 36 |
|  | **Appendices** |  |
| I | Letter of Proposal | 36 |
| II | Bank Guarantee for Proposal Security | 41 |
| III | Power of Attorney for Signing of the Bid | 44 |
| IV | Format for Financial Bid (A) | 46 |
| IV | Format for Financial Bid (B) | 47 |
| V | Details of Lakes | 48 |

**TABLE OF CONTENTS**

**SECTION- I**

1. **INTRODUCTION**

Ranchi Municipal Corporation (RMC) intends to Select/appoint a Technical and Architectural consultant ("Technical Consultant” or "Consultant") to provide landscaping services for water bodies situated in Ranchi city. RMC is therefore inviting proposals from Technical and Architectural Consultants for above said work.

1. The Technical Consultant is expected to have expertise & experience in landscaping of lakes, water bodies, parks and open spaces, Apart from this, consultants should be experienced enough in environmental planning, water conservation, urban planning, urban design, infrastructure design, and project management too.
2. With the aforesaid objective, RMC herein after referred as employer whereas the firm providing Technical and Architectural Consultancy services for Landscaping of water bodies situated in Ranchi is called as Technical Consultant/Consultant. Bidders are invited to submit a Proposal comprising of the technical (“Technical Proposal”) and financial proposal (“Financial Proposal”) for providing Technical and Architectural consultancy services required for the landscaping of water bodies of proposed project. The Proposal would form the basis of selection of the Bidders as per method of selection prescribed in the RFP document.
3. Details of existing lake in terms of location and type in the Ranchi are attached in **APPENDIX – V.**

The Bidders eligible for participating in the bid process shall be a Business Entity/ Consulting firm/agencies having been incorporated and operational in its country of origin for at least 10 years as on 31th March 2012. For the purpose of this RFP, a Business Entity shall mean Consulting firm/agencies/ Sole Proprietorship Firm / registered partnership firm/ a company.

An Applicant can bid on its own (Single Entity) or as a Consortium (maximum two members). However, in case an applicant desires to associate with other member(s) (hereinafter called as “Associate Member(s)”), a valid Memorandum of Understanding (MoU) formalizing such an arrangement should be in place. This joint entity shall hereinafter be referred to as "Consortium". In case the Proposal is submitted by a Consortium, it should comply with the following additional requirements:

1. The Proposal should contain the information required from each member;
2. The number of members in the Consortium would be limited to 2(two);
3. A Bidder who has applied for in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying;
4. The members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of making the Proposal and submitting Proposal. The MoU should, inter alia: Include a description of the roles and responsibilities of the members;
5. To be eligible for evaluation of its credentials, the Bidder (Consortium) must fulfill minimum conditions of eligibility towards Eligible experience, Financial Capability and Key team members /Experts as set out in the RFP document.
6. The Lead member would enter into the Service Agreement (“Service Agreement”) and subsequently carry out all the responsibilities as Consultant in terms of the Service Agreement, in case the Project is awarded to the Consortium;
7. All the members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Service Agreement;

A copy of the MoU should be submitted with the Proposal. The MoU entered between the members of the Consortium should be specific to this Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

The Terms of Reference (ToR) for the Project have been set out in **Section II.**

The Employer shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Employer (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by the Employer, and all proposals shall be prepared and submitted in accordance with such terms.

**Brief Description of Bidding Process**

The Employer has adopted a single stage, three-cover system, competitive selection process (“Selection Process”) for selection of the Technical Consultant for the Project. The Bidders shall submit their Proposal through Key Submissions (Cover -1), Technical Proposal (Cover – 2) and Financial Proposal (Cover – 3). In accordance with the RFP, any addenda issued subsequent to this RFP, but before the Proposal Due Date, will be deemed to form part of the Bidding Documents. The Proposal shall be valid for a period of not less than **180 days from the Proposal Due Date “PDD”.**

The Proposal should necessarily be accompanied with a Proposal/Bid Security of **Rs.50,000 (Rupees Fifty Thousand only)**, as prescribed in the RFP without which a Proposal shall be considered non-responsive.

The Evaluation Process will be based on **Quality and Cost Based Selection (QCBS)**. Generally, the score (Pe) under the Technical Proposal submission would be the arithmetic sum of the marks assigned to each of the parameters listed for evaluation of Technical Proposal in this RFP. Qualifying Marks for Technical Proposal shall be 70.

The Financial Proposals of those Bidders shall be opened and evaluated who qualify in Technical Proposal evaluation. The Financial Proposals shall be given scores as follows:

Pf = 100 X Financial Proposal of Lowest Bidder / Financial Proposal of Bidder under consideration

The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows:

**Composite Score = (Pe X 0.8) + (Pf X 0.2)**

The Bidder obtaining the highest Composite Score would be declared as the Selected Bidder. During the Proposal Stage, Bidders are advised to examine the Project Site in detail, and to carry out, at their cost, such studies as may be required for submitting their respective Proposals for the Project.

Any queries or requests for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated. The envelopes/ communication shall clearly bear the following identification/ title:

**"Queries/Request for Additional Information – landscaping of Water Bodies**

**Schedule of Bidding Process:**

The Employer shall endeavor to adhere to the following schedule:

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Proceedings** | **Date & Time** |
| 1 | Date of Issue | 04-12-2013 |
| 2 | Last date of receiving Queries | 14-12-2013 |
| 3 | Last Date of replying to queries by RMC | 19-12-2013 |
| 4 | Last date of Submission | 27/12/2013 upto 3:00 P.M. |
| 5 | Opening of Technical bid | 27/12/2013 at 04:00 P.M. |
| 6 | Opening of Financial Bid | To be announced later |

1. **INSTRUCTIONS TO BIDDERS**
2. **GENERAL**
3. **General terms of Bidding**
   * 1. A Bidder can submit only one Proposal.
     2. The Bidder should submit a Power of Attorney duly as per the format at **Appendix – III**.
     3. The Proposal and all communications in relation to or concerning the Bidding Documents shall be in English language.
     4. The Applicant shall prepare and submit one Original set and one Copy of the Technical Proposal documents, both documents marked as “ORIGINAL” AND “COPY” respectively. Applicants should also submit one soft copy in Compact Disc (CD).
     5. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Employer and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Employer will not return any Proposal or any information provided along therewith.
   1. **Conflict of Interest**
      1. Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”) pursuant to Clause 2.2.3 of this document. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Employer shall forfeit and appropriate the Proposal Security as mutually agreed genuine pre-estimated compensation and damages payable to the Employer for, inter alia, the time, cost and effort of the Employer including consideration of such Bidders’ Proposal, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.
      2. The Employer requires that the Technical Consultant provides professional, objective, and impartial advice and at all times hold the Employer’s interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Technical Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Employer.
      3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
4. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
5. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Proposal of either or each of the other Bidder; or
6. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Technical Consultant depend on the circumstances of each case. While providing consultancy services to the Employer for this particular assignment, the Technical Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
7. a firm which has been engaged by the Employer to provide goods or works or services for a project, will be disqualified from providing consulting services for the same project save and except provided in Section 3; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, will be disqualified from subsequently providing goods or works or services related to the same project;

A Bidder eventually appointed to provide Technical Consultancy Services for this Project, as well as any of its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services performed for the Employer in continuation of this Consultancy or any subsequent consultancy/advisory services performed for the Employer in accordance with the rules of the Employer. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

* + 1. This RFP is not transferable.
    2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Service Agreement shall have overriding effect.
  1. **Cost of Bidding**
     1. The Bidders shall be responsible for all the costs incurred by them, associated with the preparation of their Proposal and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
     2. The RFP is available for sale from the office of Chief Executive Officer (CEO), Ranchi Municipal Corporation, Katchury, Ranchi – 834001, Jharkhand, at the cost of Rs 5,000. The Technical Consultant will have to submit a copy of demand draft of Rs 5,000 in favour of CEO, Ranchi Municipal Corporation (payable at Ranchi) along with the Proposal in the key submissions in the event it has downloaded the RFP from the website or submit the receipt of payment in case it has purchased the document from RMC on cash payment.
  2. **Site visit and verification of information**
     1. Bidders are advised to submit their respective Proposals after visiting the Project Site and any other matter considered relevant by them.
     2. It shall be deemed that by submitting a Proposal, the Bidder has:

1. made a complete and careful examination of the Bidding Documents;
2. received all relevant information requested from the Employer;
3. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Employer relating to any of the matters above;
4. satisfied itself about all matters, things and information necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Service Agreement; and
6. Agreed to be bound by the undertakings provided by it under and in terms hereof.
   * 1. The Employer 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.
   1. **Right to accept and to reject any or all Proposals**
      1. Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Proposal or to annul the Bidding 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 therefore.
      2. The Employer reserves the right to reject any Proposal and appropriate the Proposal Security if:
7. at any time, a material misrepresentation is made or uncovered, or
8. a Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of a Proposal.
9. Such misrepresentation/ improper response shall lead to the disqualification of a Bidder.
   * 1. In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Technical Consultant either by issue of the LOA or entering into of the Service Agreement. If the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder or Technical Consultant, as the case may be. In such an event, the Employer shall forfeit and appropriate the Proposal Security.
     2. The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Employer to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer there under.
10. **DOCUMENTS**
    1. **Contents of the RFP**
       1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued subsequently.

**Invitation for Bids**

1. Introduction
2. Instructions to Bidders
3. Evaluation of Bids
4. Fraud and Corrupt Practices
5. Miscellaneous

**Key Submissions**

1. Letter of Proposal
2. Bank Guarantee Format for Proposal Security
3. Power of Attorney for signing of Proposal
4. Price of RFP
5. MoU in case of Consortium

**Technical Proposal**

1. Eligible Experience as per Format I of this document
2. Financial Capacity as per Format II of this document
3. Details of Team as per Format III of this document
4. Work Plan as per Format IV of this document
5. Approach and Methodology and Concept Plan as per Format V of this document

**Financial Proposal**

1. Financial Proposal as per format specified in Appendix-IV of this document
   1. **Clarifications**
      1. The Employer shall Endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.
      2. The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.
   2. **Amendment of RFP**

At any time prior to the deadline for submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP either by modifying the entire RFP or by issuance of Addenda. Any RFP or Addendum thus issued will be uploaded only in the website of the Employer and shall not be published in any newspaper. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, at its own discretion, extend the Proposal Due Date.

1. **PREPARATION AND SUBMISSION OF BIDS**
   1. **Format and Signing of Proposals**
      1. The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete Proposals or Proposals not in the required formats specified in the bidding documents may be considered as non-responsive.
      2. The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to a Proposal shall be initialed by the person(s) signing the Proposal
   2. **Sealing and Marking of Proposal**
      1. The Bidder shall submit the Proposal in the format specified in Clause 2.9.2, and seal it in envelopes.
      2. The documents accompanying the Proposal shall be placed in separate envelopes and marked as indicated below. The Proposal submission shall include:
2. **Envelope 1**: “**Key Submissions”**
3. Letter of Proposal in the prescribed format (**Appendix I**);
4. Proposal Security or Bid Security in the prescribed format (**Appendix – II**);
5. Power of Attorney in the prescribed format (**Appendix – III**);
6. Evidence of purchase of RFP by way of copy demand draft. If the RFP has been purchased on cash payment from RMC then the bidder has to submit the cash receipt with key submissions.
7. Copy of the MoU, in case of Consortium.
8. **Envelope 2: “Technical Proposal”**

The Technical Proposal shall set out the approach and methodology proposed for the Project and shall comprise:

1. Details for demonstration of adherence to eligible experience – The Bidder should furnish the details of experience and furnish evidence to support its claim as peer **Section III – Format I** (as per clause 3.3 of this document).
2. Details for demonstration of adherence to financial capacity – The Bidder should furnish the details of financial evidence of last three years to support its claim as per **Section III – Format II** (as per clause 3.3 of this document).
3. **Details of Team:** Bidders must include the following Key Personnel in the Team:

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **Key Personnel** | **Minimum**  **Qualification** | **Minimum Experience** |
| 1. | Landscape Architect | Masters of Landscape Architecture and Registered with Council of Architecture. | Preferably 5 years experience of Providing Landscape designing and Ecological planning services. Should have worked on minimum two assignments for lake landscaping |
| 2. | Architect | Bachelor of Architect and Registered with Council of Architecture | Preferably 5 years of experience in architecture, design and planning |
| 3. | Financial Expert as Deputy Team Leader | Preferably CA/ MBA Finance | Preferably 5 years experience in Financial Planning and should have prepared financial and economic modeling of at least 5 urban infrastructure projects |

***Other than the Key Personnel mentioned, expert(s), such as Management Specialist, Quantity Surveyor, Architects, Finance Expert etc shall be engaged by the Technical Consultant as may be required for carrying out the activities and discharging its duties successfully, as per the Terms of Services specified in Section-II of this document.***

The following conditions would apply:

(a) At least three Key Personnel proposed must be employees of the Bidder.

(b) Only one Curriculum Vitae (CV) may be submitted for each position and relevant experience which is similar to this Project, must be demonstrated using the formats set out in Section III and documentary evidence provided. The CVs should be signed by the Authorized Representative/Signatory or by the Personnel himself. Only completed project experience would be considered for evaluation of Key Personnel.

1. The Technical Proposal would also include the following details of the Bidder:
2. Relevant experience of the Bidder with special emphasis on relevant projects, as per Section III, Format I
3. Team strength and their experience as per Section III, Format III
4. Work Plan as per Section III, Format IV
5. Approach and Methodology and Concept Plan as per Format V
6. The Technical Proposal must not include any Financial Proposal details. The Proposal shall be rejected in the event its Technical Proposal carries any detail of Financial Proposal

**Envelope 3**: **“Financial Proposal”**

**Financial Proposal** consisting of the Bidders’ financial offer for the Project in the format set out in **Appendix IV (A & B)** of this document.

* + 1. The Bidder shall also submit two copies of the documents (comprising Key Submissions and Technical Proposal ) accompanying the **Financial Proposal**, as specified.
    2. The three envelopes specified in Clauses 2.9.2 shall be placed in an outer envelope, which shall be sealed. Each of the three envelopes shall clearly bear the following identification:

**“Selection of Technical and Architectural Consultant for Landscaping of water bodies in Ranchi, Jharkhand”** and shall clearly indicate the name and address of the Bidder. The **Proposal Due** **Date** should be indicated on the right hand top corner of each of the envelopes.

* + 1. Each of the envelopes shall be addressed to:

ATTN. OF: Chief Executive Officer (CEO)

ADDRESS : Ranchi Municipal Corporation (RMC)

Ranchi - 834001

FAX NO: +91 651-2211777

E-MAIL ADDRESS: jnnurm@ranchimunicipal.com support@ranchimunicipal.com

* + 1. If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.
    2. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
  1. **Proposal Due Date**

**Proposal** should be submitted before..….. hours IST on the **Proposal Due Date** at the address specified in the manner and form as detailed in this RFP. A receipt thereof should be obtained during submission of Proposals.

* 1. **Late Proposals**

Bids received by the Employer after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

* 1. **Rejection of Proposals**

The Employer reserves the right to accept or reject all or any of the Proposals without assigning any reason whatsoever. It is not obligatory for the Employer to accept any Proposal or to give any reasons for their decision. The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Proposal without assigning any reasons.

* 1. **Validity of Proposals**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date. The validity of Proposal may be extended by mutual consent of the Bidder and the Employer.

* 1. **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence.

* 1. **Correspondence with the Bidder**

The Employer shall not entertain any correspondence with any Bidder in relation to acceptance of any Proposal.

1. **PROPOSAL SECURITY**
   1. **Proposal Security**
      1. The Bidder shall furnish as part of its **Proposal**, a Proposal Security of Rs. 50,000 (Indian Rupees Fifty Thousand only) in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India, in favour of the Employer in the format at Appendix – II (the “**Bank Guarantee**”) and having a validity period of not less than 180 days from the Proposal Due Date, which may further be extended if required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
      2. Proposal Security can also be in the form of a demand draft of issued by a Nationalized/ Scheduled Bank in India, drawn in favour of the CEO, Ranchi Municipal Corporation (RMC), payable at Ranchi (the “**Demand Draft**”). The Employer shall not be liable to pay any interest on the Proposal Security deposit so made and the same shall be interest free.
      3. Any **Proposal** not accompanied by the Proposal Security shall be considered as non responsive.
      4. The Proposal Security of unsuccessful Bidders will be returned by the Employer, without any interest, as promptly as possible on execution of Agreement with the Successful Bidder or when the bidding process is cancelled by the Employer. Proposal Security has been paid by deposit, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Employer give the name and address of the person in whose favour the said demand draft shall be drawn by the Employer for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Proposal.
      5. The Proposal Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter alia, time, cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise, under the following conditions:
2. If a Bidder submits a non-responsive **Proposal**;
3. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
4. If a Bidder withdraws its Proposal within the period of Proposal validity as specified in this RFP and as extended by the Bidder from time to time;
5. In the case of Successful Bidder, if it fails to sign the Agreement within the specified time limit
6. In the case of Successful Bidder, if it fails to commence its work within 7 (seven) days from the date of signing of the Agreement
   * 1. Proposal Security of the Successful Bidder shall be kept by the Employer till the successful completion of Stage-1 of the Scope of Services as specified in this RFP. Proposal Security of the Successful Bidder shall be returned by the Employer along with the release of payment of the Inception Report submission.
   1. **Modification/ substitution/ withdrawal of Proposals**

No modification, substitution, or withdrawal shall be allowed once a Proposal is submitted.

1. **EVALUATION OF PROPOSALS**
   1. **Opening and Evaluation of Proposals**
2. The Employer shall open the Technical Proposal at ….. hrs or thereafter on the Proposal Due Date, in the presence of the Bidders /their representatives who will choose to attend.
3. The Employer will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this RFP.
4. To facilitate evaluation of Proposals, the Employer may, at its sole discretion, seek clarifications in writing from a Bidder regarding its Proposal.
   1. **Tests of responsiveness**

The Employer shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

1. it is received in accordance with Clause 2.9.2 and as per the prescribed format;
2. it is received by the Proposal Due Date including any extension thereof;
3. it is signed, sealed, in Spiral/hard bound booklet and marked and signed as stipulated in the RFP. Proposals submitted in other formats shall not be considered for evaluation;
4. It is accompanied by the Proposal Security as specified in this RFP;
5. It is accompanied by the Power(s) of Attorney as specified in this RFP;
6. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
7. it does not contain any condition or qualification;
8. It is accompanied by a copy of MoU, in case of Consortium and It is not non-responsive in terms hereof.
9. It is accompanied by a Price of RFP or a receipt of the Price paid in accordance with this RFP.

Satisfying the Test of Responsiveness is mandatory for bidders to be selected for next stage of evaluation. If any material deviation is found in the formats then it will be judged as non-responsive.

* 1. **Eligibility Criteria**

The Bidder must satisfy all of the following qualification criteria for experience. Qualifying criteria of all members of consortium will be combined for evaluation.

1. **Technical Capacity:**
2. The Bidder should be a Technical / Architectural Consultancy Firm/ Consultancy Company / Partnership Firm incorporated under companies act, 1957 or consortium not having more than two entities.
3. The Bidder should have minimum 5 years of experience and have experience of atleast 2 similar projects of landscaping of water bodies, which have been accepted/ approved by the Government or the client. The bidder has to provide documentary evidence for the same.
4. The bidder should have all the required Key experts mentioned in the RFP document for this project.
5. **Financial Capacity:** A Bidder should have an average annual turnover in last three financial years of at least Rs.30 Lacs.
   1. **Evaluation of Technical Proposal**
      1. Compliance with the criteria prescribed as Eligible Experience is mandatory. Bidders who do not meet the minimum requirements of the Eligibility Criteria shall not be qualified for further evaluation.
      2. Bidders must score minimum 70 marks to qualify the Technical Evaluation to qualify, If the number of prequalified applicants is less than 2 ( two ), the RMC may at its sole discretion prequalify the next Applicant whose technical score is less than 70%, the minimum prescribed, so that at least two applicants compete for the assignment.
      3. The Technical Proposal shall be evaluated on the following parameters:

|  |  |  |
| --- | --- | --- |
| S. No | Parameters | Maximum Marks |
| **1** | **Project Experience** | **30** |
| A | General Experience of the bidder in providing Technical and Architectural services of landscaping  (2 marks for each project) | 20 |
| B | Experience of firm in providing Technical and Architectural services of landscaping for water bodies.  (5 marks for each project) | 10 |
| **2** | **Description of approach and methodology proposed for the**  **Project** | **30** |
| A | Understanding of the Project | 10 |
| B | Methods and Methodology for the completion of detailed tasks given in Section II | 10 |
| C | Activity Schedule and work plan | 10 |
| **3** | **Key Personnel in the team for the Project based on:**  **(i) The relevant qualification**  **(ii) And relevant work experience in projects of similar nature** | **20** |
| A | Landscape Architect | 10 |
| B | Architect | 5 |
| C | Finance Expert | 5 |
| **4** | **Presentation** | **20** |
|  | **Total** | **100** |

* 1. **Contents of Financial Proposal**

3.5.1 The Financial Proposal shall be the lump sum amount (in Indian Rupees) that the Employer shall pay to the Technical Consultant for the services envisaged in accordance with the payment schedule and shall be the bid parameter for identification of the Successful Bidder from the qualified bidders after evaluation of Technical Proposals. The Financial Proposal shall be inclusive of taxes, royalties, fees and charges including service tax as applicable except those as prescribed in this RFP. The financial proposal shall also be inclusive of cost and fees for periodic supervision and all other out of pocket expenses which may be incurred by the Consultant towards travel, documentation and communication etc.

* 1. **Selection process of Technical Consultant**

The evaluation of the Proposal would be carried out in the following three stages:

1. The first stage would involve a Test of Responsiveness based on the Key Submissions in accordance with the provisions of the RFP and the Bidders shall be qualified for the next stage of evaluation (“**Responsive Bidders”**).
2. (In the second stage of the evaluation process, the Technical Proposals would be evaluated in accordance with the provisions of the RFP and the Bidders shall be short-listed for the next stage of evaluation.
3. The Financial Proposal of only those Bidders who qualify in Technical Proposal evaluation shall be opened.

**Date, time and venue for announcing the result of Technical Evaluation and for opening of Financial Proposals will be notified only to the technically qualified Bidders.**

1. The Financial Proposals shall be given scores as follows:

Pf = 100 X Financial Proposal of Lowest Bidder / Financial Proposal of Bidder under consideration

1. The Composite Score shall be computed as follows:

Composite Score = (Pe X 0.8) + (Pf X 0.2)

1. The Bidders will be accordingly ranked based on the composite score where the highest Composite Scorer will be ranked as no 1(H1 Bidder) and he shall be declared as the Successful Bidder.
   * 1. The H1 Bidder may, if necessary, be invited for negotiations and will declare as the “Successful Bidder”.
     2. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Employer to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.
     3. After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall execute the Agreement not later than 20 days from the Date of acceptance of LOA unless extended by Employer. The Employer may, unless it consents to extension of time, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.
     4. After signing of Agreement, the Consultant shall commence its work with 7 days from the date of appointment / effective date. The Employer may, unless it consents to extension of time, appropriate the Proposal Security of such Bidder and the 2nd ranked Bidder shall be invited.
2. **FRAUD AND CORRUPT PRACTICES**
   1. The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the Employer shall reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the bidders or to the Successful Bidder or Technical Consultant, as the case may be, if it determines that the Successful Bidder or Technical Consultant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall forfeit and appropriate the Proposal Security, Successful Bidder or Technical Consultant, as the case may be, shall pay, as mutually agreed genuine estimated compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.
   2. Without prejudice to the rights of the Employer under Clause 4.1 hereinabove and the rights and remedies which the Employer may have under the LOA or the Service Agreement, if a Bidder, the Selected Bidder or Technical Consultant, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or Successful Bidder or Technical Consultant shall not be eligible to participate in any tender or RFP issued by the Employer for a period of 2 (two) years from the date such Bidder or Successful Bidder or Technical Consultant, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
   3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
3. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Service Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Service Agreement, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
4. “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
5. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
6. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
7. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting Or, manipulating a full and fair competition in the Bidding Process.
8. **PRE-BID CONFERENCE**
   1. Pre-Bid conference of the Bidders is convened at the designated date, time and place. Invited bidders shall be allowed to participate in the Pre-Bid Conferences. A maximum of two representatives of each Bidder shall be allowed to participate on production of Employer letter from the Bidder.
   2. During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the Employer. The Employer shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
9. **MISCELLANEOUS**
   1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
   2. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

**SECTION-II**

**TERMS OF SERVICES**

1. **BACKGROUNG AND PROJECT AREA:** Ranchi, Capital of Jharkhand is also called as city of Waterfalls, lakes and forests.  Jharkhand was formed on 15th November 2000. The city is located at 23'23"N and 85'23"E. Area of the city is 175.12 sq.km and the population is about 12.5 lakhs. Number of small, medium and large wiater bodies are spread across the city. Because of urbanization and developmental activities these water bodies are getting marginalized and need protection and rejunvation.

The water bodies that have been included in this project are given in **APPENDIX – V**

1. **SCOPE OF SERVICES:**

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

1. Site appraisal and suitability.
2. Site planning.
3. Landform and grading.
4. Surface drainage design and water management.
5. Open space design - hard and soft areas.
6. Planting design.
7. Landscape structures and features.
8. Lighting, Graphic design and signage.
9. Cost estimates, financial modeling, revenue earning possibilities.
10. Tendering for contractors and bid process management
11. Periodic inspection and evaluation of works at site.
12. **SCHEDULE OF SERVICES:**

The Technical Consultant shall, after taking instructions from the Client, render the following services:

* 1. **Concept Design ( STAGE 1) :**

1. Carry out site analysis and furnish a site appraisal report with regard to the potential of the site vis-à-vis activities.
2. Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation at the site of the project.
3. Furnish preliminary scheme for site planning.
4. Prepare conceptual landscape design with reference to requirements given and prepare rough estimate of cost on area basis.
   1. **Preliminary Design and Drawings ( STAGE 2 ) :**
5. Modify the conceptual design incorporating required changes and prepare the preliminary drawings, sketches, etc. for the Client's approval along with preliminary estimate of cost on area basis.
   1. **Drawings for Clients/Statutory Approvals ( STAGE 3 ) :**
6. Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals thereof, if required.
   1. **Working Drawings and Tender Documents (STAGE 4) :**
7. Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
   1. **Appointment of Contractors (STAGE 5):**
8. Bid process management, invite, receive and analyze tenders; advise Client on appointment of contractors.
   1. **Construction (STAGE 6):**
9. Prepare and issue working drawings and details for proper execution of works during construction.
10. Approve samples of various elements and components.
11. Check and approve shop drawings submitted by the contractor/vendors.
12. Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
13. In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by a Construction Manager (Clerk of Works/Site Supervisor or Construction Management Agency), who shall work under the guidance and direction of the Technical Consultant and shall be appointed and paid by the Client.
14. Issue Certificate of Virtual Completion of Civil Works and plantation.
    1. **Completion (STAGE 7):**
15. Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion / Occupancy Certificate" from statutory authorities, wherever required.
16. Issue two sets of as built drawings including services, structures and plantation.
17. **PROFESSIONAL FEE :**
    1. In consideration of the professional services rendered by the Technical Consultant, he shall be paid professional fee and other charges in accordance with the Scale of Charges.
    2. Any tax levied by law, such as Service tax, etc. contingent to professional services rendered by the Technical Consultant, shall be payable by the Client, over and above the gross fees charged by the Technical Consultant in relation to the services provided.
18. **SCHEDULE OF PAYMENT :**

The Consultant shall be paid professional fee in stages consistent with the work done plus other charges and reimbursable expenses as agreed upon.

1. **EFFECTING PAYMENT :**
   1. The fee payable to the Consultant shall be computed on the actual cost of works on completion. The payment due to the Consultant at different stages be computed on the following basis :
2. At Retainer : On rough estimate of cost.
3. At Stage 1 : On rough estimate of cost.
4. At Stages 2 to 4 : On preliminary estimate of cost.
5. At Stages 5 to 6 : Accepted tender cost.
6. At Stage 7 : Actual total cost.
   1. Progressive, on account, payments shall be made by the Client to the Technical Consultant against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the Client and the Consultant.
   2. No deduction shall be made from the fee of the Consultant on account of penalty, liquidated damages, part rates or other sums withheld from payment or recovered from contractors/ suppliers.
   3. When the work is executed wholly or in part with old materials or labour or carriage is provided by the Client, the percentage fees shall be calculated as if the work had been executed wholly by the contractor supplying all labour and new materials.
   4. The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work and also the cost of equipment & machinery such as Pumps & Motors, etc. but excluding the cost of land.
7. **DOCUMENTATION AND COMMUNICATION CHARGES :**

Apart from the professional fee, the Client shall pay for Documentation and Communication charges, @ 20% of the professional fee payable at all stages.

1. **CLIENT'S ROLE AND RESPONSIBILITIES:**

The Client shall discharge all his obligations connected with the project and engagement of the Technical Consultant, as follows:

* 1. To provide detailed requirements of the project.
  2. To provide property lease/ ownership documents.
  3. To provide a site plan, to a suitable scale, showing boundaries, contours at suitable intervals, existing physical features including any existing roads, paths, trees, existing structures, existing service and utility lines and such lines to which the proposed service can be connected. In case such information is not readily available, the Client shall arrange for the survey collection of necessary information and pay for the same.
  4. To furnish reports on soil conditions and soil test as required by the Technical Consultant.
  5. To furnish specific conditions/Statutory stipulations/ Codes of Practice/Schedule of rates, etc., desired to be followed.
  6. To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.
  7. To give effect to the professional advice of the Technical Consultant and cause no changes in the drawings and documents without the consent of the Technical Consultant.
  8. To honour Consultant’s bills within 15 days of its submission.
  9. To appoint a Construction Manager (Clerk of Works/Site Supervisor or Construction Management Agency) as per the Consultant's advice.

1. **EXECUTION OF THE ASSIGNMENT :**
   1. The Technical Consultant shall keep the Client informed about the progress of work in his office.
   2. The Technical Consultant shall appoint specialised consultants in consultation with the Client, if necessary.
   3. The Technical Consultant shall be responsible for the direction and integration of the consultants work. The consultants, however, shall be fully responsible for the calculations, the detailed design and periodic inspection and evaluation of the work entrusted to them. The Technical Consultant shall, if requested, make available the design calculations.
   4. The Technical Consultant will advise the Client on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the contractors for the completion of work, if required.
   5. The Technical Consultant shall supply to the Client, free of cost, upto six sets of drawings at different stages.
   6. The Technical Consultant shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the Client.
   7. Any professional services to be rendered by the Technical Consultant at the instance of the Client after the agreed project completion period shall be compensated for on mutually agreed terms.
   8. The Technical Consultant shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
   9. Any revision in the drawings, tenders and documents, once approved, required to be made by the Client shall be compensated as additional services rendered by the Technical Consultant and paid for @ 50% of the fee prescribed for the relevant stage(s).
   10. No change shall be made in the approved drawings and specifications at site without the consent of the Technical Consultant.
   11. Any curtailment of the professional services, beyond Stage 2, shall make it obligatory for the client to pay at least 20% of the fee for the remaining stage(s) of the curtailment work/ services.
2. **TIME SCHEDULE :**

The Technical Consultant shall, in consultation with the Client, prepare a Time Schedule in respect of various services to be rendered and discharge of client's obligations.

1. **INDEMNIFICATION** :

In the event that a claim or suit is brought against the Technical Consultant or the Consultants by any third party for damages arising from personal injury or property damage caused wholly by the Client, or anyone employed by the Client, or anyone for whose acts the Client may be held responsible, then the Client shall indemnify the Technical Consultant and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Technical Consultant may incur in connection therewith.

1. **OWNERSHIP OF COPYRIGHT :**

Architectural design is an intellectual property of the Technical Consultant. The drawings, specifications, documents and models as instruments of service are the property of the Technical Consultant whether the project, for which they are made, is executed or not. The Client shall retain copies of the Consultants’s models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be used for any other project by the Client or the Technical Consultant or any other person, except for the repetition as stipulated in the Scale of Charges.

1. **TERMINATION OF AGREEMENT :**
   1. Agreement between the Technical Consultant and the Client may be terminated by either one giving the other a written notice of not less than 30 (thirty) days, should either fail substantially to perform his part of responsibilities/ duties, so long as the failure is not caused by the one initiating the termination.
   2. When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Technical Consultant, the Technical Consultant shall be entitled to professional fees as stipulated under Clause 4 and sub-clauses 9.09 & 9.11 of Clause 9.
   3. In the event of Technical Consultanty firm closing its business or the Client having terminated the agreement, the Client shall have the right to employ another Technical Consultant to complete the work, after making payment to the previous Technical Consultantcy firm.
2. **INTERPRETATION** :

In case of any ambiguity or difficulty in the interpretation of the Conditions of Engagement and Scale of Charges, the interpretation of the Council of Architecture shall be final and binding on the Technical Consultant and the Client.

1. **ARBITRATION** :

All disputes or differences which may arise between the Client and the Technical Consultant under "Conditions of Engagement and Scale of Charges" with regard to the meaning or interpretation or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, Council of Architecture. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator shall be final and binding on the Technical Consultant and the Client.

**Section-III**

**Format I**

**PROJECT EXPERIENCE**

The information regarding the relevant experience of the firm should be provided in the format below.

|  |  |
| --- | --- |
| Assignment Name : | Approx. Value of the Consultancy Contract (in INR) |
| Country : | Duration of assignment (months ) : |
| Name of Client : | Total No. of person-months of the assignment : |
| Start date (month/ year) :  Completion date (month/ year) : | No. of professional person-months provided by the joint venture partners or the sub-consultants : |
| Name of joint venture partner or any sub- consultants : | Name of senior full-time employees ("full - time employee" as defined in Section 2) of your firm involved and functions performed (indicate most significant profiles such as Project Director / Coordinator, Team Leader) : |
| Narrative description of Project : | |
| Description of actual services provided in the assignment : | |

The Project Data Sheets should necessarily be accompanied with copies of work orders / advisory services agreements/ service certificates from clients / independent auditor as applicable, as proof of experience. Projects without proof of experience shall not be considered for evaluation.

**Format II**

**Financial Capacity**

The information regarding the turnover in Last three years should be provided in the format below.

|  |  |
| --- | --- |
| **Financial year ended** | **Turnover in Lacs (in INR)** |
| Year 1 |  |
| Year 2 |  |
| Year 3 |  |
| Average annual Turnover |  |

Note: Copy of the audited balance sheet/ annual report of the last three financial years should be enclosed.

**Format III**

**Format of Curriculum Vitae (CV) for Proposed Key Personnel**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1.** | **Proposed Position** | : |  | | | | |
| **2.** | **Name of the Firm** | : |  | | | | |
| **3.** | **Name of the Staff** | : |  | | | | |
| **4.** | **Date of Birth** | : |  | **Nationality** | | : |  |
| **5.** | **Education** | : | **Degree** | **Institution** | | | **Year** |
|  |  |  | | |  |
|  |  |  | | |  |
| **6** | **Membership of Professional Associations**: |  |  | | | | |
| **7** | **Other Training** |  |  | | | | |
| **8.** | **Languages** | : | **Hindi** - | | **English** - | | |
| **9.** | **Employment Record** | : | |  |  |  |  | | --- | --- | --- | --- | | **From** |  | **To** |  | | **Employer** |  | | | | **Position Held** |  | | | | | | | |
| **10.** | **Projects Handled:**   1. **Title of assignment:**   **Role:**  **Description of Work:** | | | | | | |
|  |  | | | | | | |

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Signature of Staff or Authorized Representative/Signatory of the firm : Date

**Format IV**

**Work Plan**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Activity**  **Description** | **Duration of activity**  **(no. of weeks)** | | | | | | | | | | | | **Name(s) of**  **assigned Key**  **Personnel** |
| *Activity 1* |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| *Activity 2* |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| *Activity 3* |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| *Activity 4* |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| *Activity 5* |  |  |  |  |  |  |  |  |  |  |  |  |  |
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(Illustrative schematic of Work Plan with Manpower Allocation)

**Format V**

**Approach & Methodology To be submitted in following order**:

1. Description of the methodology and work plan which the Bidder proposes to adopt during executing the Project
2. The methodology should clearly elaborate on each of the tasks proposed to be carried out.
3. The composition of the project execution team and tasks allocated for each member for the project to be provided. The methodology has to be based on the Terms of Services (“**ToS**”) as prescribed in section-II.

**APPENDIX – I**

Dated

**Letter of Proposal**

The Chief Executive Officer,

Ranchi Municipal Corporation (RMC), Ranchi

Pin. 834001

**Sub: Selection of Technical and Architectural Consultant for Landscaping of water bodies in Ranchi.**

Dear Sir,

1. With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. All information provided in the **Proposal** and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Project.
4. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Employer to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
8. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Employer.
9. I/ We do not have any conflict of interest in accordance with Clauses given in RFP Document;
10. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
11. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause given in RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
12. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Proposal for the Project, without incurring any liability to the Bidders, in accordance with Clause given in RFP document.
13. I/ We declare that we are not a Member of a/ any other firm submitting a Proposal for the Project.
14. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
15. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
16. I/ We further certify that no investigation by a regulatory Employer is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
17. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Employer of the same immediately.
18. 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 Employer in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the successful Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Employer or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
21. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
22. I/We offer a Proposal Security of Rs. 50,000/-(Rupees Fifty Thousand only) to the Employer in accordance with the RFP Document.
23. The Proposal Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
24. I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Proposal is not opened.
25. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
26. I/We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date: (Signature of the Authorized signatory)

Yours faithfully,

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder

**APPENDIX – II**

Format for Bank Guarantee

B.G. No. Dated:

In consideration of you, **Chief Executive Officer, Ranchi Municipal Corporation, having its office at Ranchi 834001, Jharkhand** (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of [a Company registered under provision of the Companies Act, 1956 ] and having its registered office at (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for providing technical and architectural consultancy services for landscaping of water bodies in Ranchi.

1. (hereinafter referred to as “the Project”) pursuant to the RFP dated \*\*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at and one of its branches at

(hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause given in the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. 50,000/- (Rupees Fifty Thousand only) as Proposal Security (hereinafter referred to as the “**Proposal Security**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Proposal open during the Proposal validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 50,000 (Rupees 50 Thousand only).
3. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our branch in Ranchi, Jharkhand who shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by Bank

By the hand of Mr./Ms , its and authorised official.

(Signature of the Authorized Signatory)

(Official Seal)

**APPENDIX – III**

**Format for Power of Attorney** (On stamp paper of relevant value)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at \_, who is [presently employed with us/ and holding the position of ], as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 proposal for **Selection of Technical and Architectural Consultant for Landscaping of water bodies in Ranchi** including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Employer.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 THIS DAY OF , 20\*\*.

For\_ (Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

(Signature)

(Name, Title 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*.
* *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**APPENDIX – IV (A)**

**Format for Financial Proposal**

**(On the Letterhead of the Bidder)**

Date:

Chief Executive Officer (CEO)

Ranchi Municipal Corporation (RMC)

Ranchi - 834001

**Sub: Selection of Technical and Architectural Consultant for Landscaping of water bodies in Ranchi.**

Sir,

Having gone through this RFP and the draft Service Agreement and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge Rs. ……………(Indian Rupees) …………………….(in words)), lumpsum amount (in Indian Rupees) that the Employer shall pay to the Technical Consultant for the Services envisaged in accordance with the payment schedule .The financial proposal is inclusive taxes, royalties, fees and charges including service tax as applicable. The financial proposal shall also be inclusive of cost and fees for periodic supervision and all other out of pocket expenses including expenses related to travel, stay, communication and all documentation.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein.

We hereby declare that there are, and shall be no deviations from the stated terms in the RFP.

Yours faithfully,

For and on behalf of

…………………………………………….. (Name of the Bidder)

(Signature of Authorized Signatory)

(Name and designation of the Authorized Person)

**APPENDIX – IV (B)**

**Sub: Selection of Technical and Architectural Consultant for Landscaping of water bodies in Ranchi.**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Description of Services** | **Services Fee in INR** | **Services Fee in words** |
| **1** | Total fee for Providing Technical and Architectural Consultancy Services for Landscaping of Water Bodies in Ranchi |  |  |
| **2** | Service Tax as per prevailing rates |  |  |
| **Total** | |  |  |

**APPENDIX – V**

**Details of the lakes**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl.no | Ward. no | Location | Owners Name | Number |
| 1 | 33 | Devi Mandap Road Hesal Basti |  | 1 Nos |
| 2 | 02  03 | Hatma Basti  Adalhatu Basti |  | 1 Nos  1 Nos |
| 3 | 22  22  22  22 | Hatania Talab Booti road  Karam toli chowk  Jail Talab  Line Tank Talab | Keshrehind Talab  Keshrehind Talab  Keshrehind Talab  Municipal Talab | 1 Nos  1 Nos  1 Nos  1 Nos |
| 4 | 31 | Madhukam Basti Talab | -------- | 1 Nos |
| 5 | 29  37  37 | Kadru Basti Talab  Argora Basti Talab  Pipar Toli Basti Talab | ----------  ----------  ---------- | 1 Nos  1 Nos  1 Nos |
| 6 | 25 | Chota Talab Hindpiri | Municipal Talab | 1 Nos |
| 7 | 15 | Gosnar Compound Talab | Mission trust Talab | 1 Nos |
| 8 | 16 | Karbala Tank Talab | Secretary of council Talab | 1 Nos |
| 9 | 04  04 | Morabadi Divyayan Talab  Tiril Basti Talab | Babu harihar Singh Talab  -------- | 1 Nos  1 Nos |
| 10 | 8  9  8 | Tiril Basti Kokar Talab  Tunki toli Basti Talab  Jora Talab Bariatu | ---------  --------  -------- | 1 Nos  1 Nos  2 Nos |
| 11 | 48  49 | Power house Chutia Talab  Jorar Basti Talab Namkum | Maharaja udaynath shahdeo Talab  --------- | 1 Nos  1 Nos |
| 12 | 13  12  12 | Dhumsa Toli Talab  Samlong Basti  Machkun Toli Chutia Talab | Secretary of council Talab  ---------  Secretary of council Talab | 1 Nos  1 Nos  1 Nos |
| 13 | 14  14 | Hatia Talab Chutia  Banas Talab Chutia | Maharaja udaynath shahdeo Talab  Maharaja udaynath shahdeo Talab | 1 Nos  1 Nos |
| 14 | 50 | Gwala Toli Doranda Talab | Maharaja udaynath shahdeo Talab  rkykc | 1 Nos |
| 15 | 47 | Batan Talab Doranda | Fishery Department | 2 Nos |
| 16 | 52 | Hundru Basti Talab | Private Talab | 1 Nos |
| 17 | 54 | Solanki Kalyanpur Basti Talab | Private Talab | 1 Nos |
| 18 | 42 | Shahid Maidan Talab  Jagarnathpur Basti Talab | Fishery Department  Private Talab | 2 Nos  1 Nos |
| 19 | 43 | Naya Toli Basti Talab Jagarnathpur | Private Talab | 2 Nos |
| 20 | 39 | Dhurwa Talab | H.E.C | 1 Nos |
|  | | | | |