कार्यालय, नगर पालिक निगम, कोरबा (छ.ग.)

क्र./ 8846/ न.नि../2024-25/13978 कोरबा, दिनांक24/12/2024

Notice Inviting
Expression of Interest (EoI)
for

Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.).

On behalf of Municipal Corporation Korba, Chhattisgarh the Commissioner, Municipal Corporation Korba invites Expression of Interest (EoI) from the consultant's firms having experience in the field of preparation of Detailed Project Reports of various infrastructure/development works such as parks, buildings, ponds, roads, drains etc, for allotment of works on prescribed rate as mentioned in this EOI for the works as mentioned above on the terms and conditions as per the EoI document.

The last date of submission of proposal for EOI document is 16.01.2025 up to17:30 Hrs. Opening of proposal will be done on 17.01.2025 at 11.00 Hrs. Detailed EOI Document can be Downloaded from uad.cg.gov.in & korbamunicipal.in or from municipal corporation office.

24.12.24

आयुक्त
नगर पालिक निगम
कोरबा (छ.ग.)

COMMISSIONER
MUNICIPAL CORPORATION
KORBA (C.G.)

Office of The Municipal Corporation Korba, Chhattisgarh

EXPRESSION OF INTEREST (EOI)

Name of Work: Expression of Interest (EoI) for Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.).

On behalf of Municipal Corporation Korba, Chhattisgarh the Commissioner, at Korba invites Expression of Interest (EoI) from the firms having experience in the field of preparation of Detailed Project Reports of **various infrastructure/development works for air quality improvement** on prescribed rate as mentioned in this EOI for the works as mentioned above on the terms and conditions as per this EoI document as mentioned below: -

1) **Scope of work:**

BROAD SCOPE OF THE CONSULTANCY-

The Consultants broad scope of work shall include the following: -

A. SURVEY: Physical and topographical survey of Land, Soil investigation and Water resistivity survey.

B. PREPARATION OF LAYOUT PLAN: Preparation of layout plans of Buildings, Roads, Sewerage System, Supply system, External Electrical System, Open Spaces, Garden, Play Grounds, Water harvesting etc. as per the norms and guidelines of Town & Country Planning Department of Chhattisgarh/local by laws.

C. DESIGNING OF EXTERNAL SERVICES: Designing external services including water harvesting structures and roads, structural designing interior designing 3D modelling.

D. PLANNING & DESIGN OF BUILDING: Designing of all types of buildings, roads, planning of AQI related data project, GIS data project.

E. Visiting the site as and when required to clarify any decision or interpretation of the drawings and specifications that may be necessary coordinating at site during execution and attending conferences and meetings as and when required.

F. Advising the Commissioner, at Korba on any technical matters connected with the construction of the said project.

G. Co-ordinating with various other agencies such as EPCO, CPA Town and country planning, PHED, Electricity Board and Financing (if required).

H. Project Management Consultant: Works together with the project and supervising every bid of projects by deploying experienced engineers, surveyors, technician & other related person as per the agreement.

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DETAIL SCOPE OF WORK-

A) SURVEY:

Survey shall be done by any scientific method, using latest instruments. Survey would include: Site evaluations, Analysis and impact of existing and proposed development on its immediate environs.

1. Site survey including adjacent area (Site Plan will be in scale 1:500 or as directed)
2. Soil test: Type of soil, strata and its bearing Capacity.
3. Resistivity survey to find out underground water table.
4. Contour Survey at intervals as specified by the in Engineer in charge.
5. Location of all existing structures like, water bodies, trees, electric line, building etc.
6. Any other features as directed by engineer in charge.
7. Survey plan and contour plan will be in scale 1:500, or as directed

SUBMISSION

1. Soil test resistivity survey report.

2. Site Plan, Contour Map, Soil Map, Location map of all underground water points and other Maps in 1:500 scale (or as directed), in 8 hard copies and one soft copy in CD.

B) PREPARATION OF LAYOUT PLAN

1. Layout plan should be in 1:500 scale (or as directed). Layout plan shall include Buildings, Roads, Sewerage System, Water Supply System, External Electricity System, Open Spaces, Garden, Play Grounds etc. As per the norms and guidelines of Town and Country Planning Department of Govt. of Chhattisgarh.

SUBMISSION

1. Concept plans along with detailed estimate be submitted, each in triplicate, necessary changes shall be made by the consultant and submitted.

2. On approval of the concept plan, detail layout plan as per B (I) above, shall be submitted in 8 hard copies and one soft copy.

C) DESIGNING OF EXTERNAL SERVICES

1.0 Designing of Cement Concrete/ Bitumen Roads including Culverts and Drainage system. It shall include: -

(a) Levels of Roads, Culverts & Storm water Drains.
(b) Sections of Roads/Culverts. Drains.
(c) Design of Bitumen/ CC Roads/RCC culverts/drains.

SUBMISSION

(a) All Detail Working Drawings in 2 hard copies and one soft copy.
(b) Detail estimate and brief specification of works in 2 hard copies and one soft copy

1.1 Design of external electrification.

(a) Design of external electrification system as per the CSEB Norms.

SUBMISSION

(a) All Detail Working drawings in 2 hard copies and one soft copy.

SLO

(b) Detail estimate and brief specification of works in 2 hard copies and one soft copy

1.2 Landscaping (if any), Landscape plan shall include:

Detail landscape plan, including choice of species etc.

SUBMISSION

(a) All Detail Working drawings in 2 hard copies and one soft copy.
(b) Detail estimate and brief specification of works in 2 hard copies and one soft copy.

D) PLANING AND DESIGN OF BUILDINGS: -

1) Preparation of plans, elevation and sections for all types of buildings.
2) Detailed structural designs of foundation, superstructure, beams, columns, lintels, chajjas, slab, and all members of building.
3) Preparation of Drawing showing: -

(a) Layout/site plan with furniture layout and circulation.

(b) Working drawing with details of footing, (as per the type of soil and height of the structure) Plinth level details, super structure details, beams, columns, lintels, chajjas, slab, staircase etc, Building plan of every floor in scale 1:100. Elevation in scale 1:100 RCC Design of Building/House including reinforcement details and other mechanical system,
(c) Electrical layout plan,
(d) Water supply layout plan.
(e) Various elevation of all sides with perspective views, models etc,
(f) Internal and peripheral Landscape plan
(g) Lightning conductors' system for buildings.

SUBMISSION

1) All Detail Working Drawings in 2 hard copies and one soft copy.
2) Details estimate and brief specification of works in 2 hard copies and one soft copy

E) INTEROR DESIGNING

1) Interior designing of building with consultation with engineer-in-charge as per requirement.
2) Preparation of all relevant working drawings with using latest material & technology.
3) Planning and designing of lighting works and sound system with all technical parameter i/c its approval from competent authority/Govt. Engg. College/NIT/IIT.
4) Preparation of detailed cost estimate i/c collections of rates from local market & rate analysis of work item as per relevant clauses.

SUBMISSION

1) All working drawings in 2 hard copies and one soft copy.
2) Detail estimate, rate analysis and brief specification of works, in 2 hard copies and on soft copy.

Note-

1) The consultant shall submit model/ 3 D views/ Walk through presentation on a convenient scale of all the plans and designs, as per the requirement.

2) The consultant shall show and incorporate appropriate street furniture in all plans and designs.

Consultant shall design as per exiting relevant codes. Consultant should follow existing norms, rules and regulations of Urban Local Body, CGPWD, PHE, Town and Country Planning Department, Electricity board and other departments. Consultant shall obtain statutory approval of all submission from the concerned department. Consultant shall visit the site for at -least two days in a month as per the date fixed by the Engineer in charge as and when required at his own cost. Consultant shall prepare Detailed structural design, plans, estimate, and bill of quantities based on current schedule of rates of CGPWD, in consultation with engineer in charge, within the rules and regulation of CGPWD.

2) Documents to be submitted: Interested firms are required to submit the following documents via speed/registered post in a sealed envelope at office of Municipal Corporation Korba on or before 16.01.2025 till 17:30 Hrs:-

(a) Valid registration of establishment/ certificate for incorporation of firm. (The firm should be registered so as to have experience of at least 07 years in the field of environmental related projects) Experience Certificate Should Submit.

(b) Experience certificate of successful completion of at least 01 projects in last 7 financial year of value of construction project not less than 10 Crore, in firm's/company's own name indicating agreement No., work order No. and date, amount of contract along with other relevant information. The certificate should be issued by an officer not below the rank of Executive Engineer or Commissioner in case of urban local bodies.

(c) CA certified financial turn over during last three financial years. Average Annual Turnover should not be less than Rs. 50 Lakhs and latest turnover certificate of 1 crore.

(d) Copy of the GST registration Certificate.

(e) PAN card of the firm.

3) **Joint Venture: -** Joint Venture is not permitted for this EoI.

4) **Implication of Submission of EoI**: - Participants are advised to visit site sufficiently in advance of the last date of submission of the EoI. The firm shall be deemed to have full knowledge of the relevant documents, samples, site etc., whether it inspects them or not.

5) **Conditional EoI-** Conditional EoIs are liable to be rejected.

6) **Correspondence:** All correspondence shall be done with Commissioner, Korba, Chhattisgarh.

7) **Validity of Offer -** EoI shall remain open up to 120 days from the date of receipt of EoI and in the event of the firm withdrawing the offer before the aforesaid date, for any reason whatsoever, it shall not be allowed to participate for any work of Municipal Corporation Korba or as decided by the Commissioner, Kobra.

8) **Taxes:** The percentage rate repat PERCENTAGE RATE quoted by the contractor shall be deemed to be inclusive of all the taxes and other levies, duties, royalties, cess, toll, taxes of Central and State Government excluding GST (Goods and Services Tax) which

shall be paid extra as per the prevailing norms if applicable. The Municipal Corporation korba will perform such duties in regard to the deduction of such taxes at source as per applicable law.

9) **Rates:** The rates mentioned in the EOI are binding on the participants and shall not be altered/ change during the terms of EoI.

10) **Opening of EoI proposals:** The EoI proposals submitted by the firms within the stipulated time shall be opened on 17.01.2025 at 11:00 Hrs at Municipal Corporation Korba (C.G.).

11) **Selection of consulting firm:** The list of all eligible consulting firm who have participated in the EoI on the agreed rates, terms and condition will be prepared. The work will be awarded by Commissioner based on the experience of the firm in the field of preparation of DPR.

12) **Agreement: -** Agreement shall be executed between Korba Municipal Corporation and selected firm in the prescribed format duly approved by the Commissioner, Korba

13) **Award of the Work:** After execution of contract, work order will be issued to the selected firm.

14) **Period of Completion**: Period of completion shall be as per the details mentioned in the work order.

15) **Maximum Applicable rates for this EoI**: The rates as mentioned in the table below shall be applicable for this EoI: - (rate should not be more the maximum applicable rate, if quoted above their bid will be rejected.)

Sr. No	Details	Qty	Maximum Applicable Rates
1	**Preparation of DPR including Testing, Designing, Modelling, Vetting & Providing PMC Services for the period of 3 Years as per the agreement.**	Job	**Limited to Maximum 2.50 % of cost of DPR to be prepared.**

16) **Schedule of Payment: -** The schedule of payment shall be as follows: -

Sr. No	Payment Milestone	Fees Payable Milestone Payment (%) Cumulative Payment (%)
1	After submission of preliminary drawings/designs along with the Stage-I Estimates based on area basis and acceptance of the same by the local body.	10% of the total fee payable, less payment already made.
2	After submission of final Plans architectural drawings and acceptance of the same by the local body.	25% of the total fee payable, less payment already made.
3	On submission of the basic Working drawing and details Sufficient for preparing item wise estimate and acceptance of the same by the local body.	30% of the total fee payable, less payment already made.

4	After submission of tall the drawing mentioned in stage 2(a) and (b) above and on acceptance of the same by the local body.	40% of the total fee payable, less payment already made.
5	After submitting detailed specifications, schedule of quantities, detailed design of structure and services and estimate of costs and draft Tender documents sufficient to invite tender.	50% of the total fee payable, less payment already made.
6	After submission of complete set of Drawings and details sufficient for The work to commence at site.	70% of the total fee payable, less payment already made.
7	For visit and inspection of work site after completion of 25%, 50% 75%, 100% work/important stages in 4 installments.	90% of the total fees payable, to paid in installments consistent with the value of work as certified by the local body from time to time less payment already made.
8	After completion of the work (to be paid within six months of completion of work)	100% of the total fee payable, less payment already made.

17) **Security deposit & Performance Security:** 5% security deposit & 5% of performance security will be deducted from each running bill. The security deposit shall be released after 1 year of the completion of work by the contractor and Performance Security shall be released after 5 year of the completion of work by the contractor.

18) **Cost of vetting:** The Vetting cost of DPR from recognized government institution such as IIT/NIT/CPCB or Similar Govt institutions is included in the cost of rate for the EOI.

19) **Cost of Testing:** All type of testing/specialization filed visit/consulting from specialize person or institution is included in the cost of rate for the EOI.

20) **Penalty for delay of work:** Penalty for delay of work shall be at the rate of 2 % of consultancy fee for each month of delay, subjected to maximum of 10% of the consultancy fee.

21) **EMD/BID SECURITY** – Rs. 5.00 Lacs (Rs. Five Lacs Only) Non Refundable Submitted in form of DD in favor of Commissioner Municipal Corporation Korba (C.G.)

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22) **Cost of bidding Documents** – Rs. 5000/- (Rs. Five Thousand Only) Submitted in form of DD in favor of Commissioner Municipal Corporation Korba (C.G.)

23) **Empanelment Time:** 03 Years

प्रतिलिपि :– प्रोग्रामर, संचालनालय, नगरीय प्रशासन एवं विकास विभाग, नया रायपुर (छ.ग.) को uad.cg.gov.in में अपलोड किये जाने हेतु प्रेषित।

शपथ–पत्र (Affidavit)

(100 रू. के नान ज्यूडिशियल स्टाम्प पर)

मैं/हम (शपथ पत्र प्रस्तुत करने वाले व्यक्ति/व्यक्तियों के नाम) जो कि मेसर्स..... .....(ठेकेदार फर्म/कम्पनी का नाम) के .....(कंपनी/फर्म में हैसियत) है और फर्म/कम्पनी की ओर से शपथ–पत्र प्रस्तुत करने के लिये सक्षम है, इस शपथ पत्र द्वारा शपथपूर्वक यह प्रमाणित करता हूँ /करते है कि कार्यपालन अभियंता, नगर पालिक निगम .....द्वारा आमंत्रित निविदा सूचना कमांक.....वास्ते (कार्य का नाम) ....के लिये दिनांक .....को आमंत्रित निविदिओं के बारे में प्रस्तुत किये जा रहे निविदा प्रपत्र में निम्नलिखित जानकारी के समर्थन में जो प्रमाण–पत्र/अभिलेख प्रस्तुत किये जा रहे हैं, उससे मैं/हम व्यक्तिगत रूप से पूरी तरह से संतुष्ट हैं तथा एतद् संबंधी जानकारियों, अभिलेखों एवं प्रमाण पत्रों की सत्यता के लिये मैं/हम पूर्ण रूप से उत्तरदायी हैं:–

(1) यह कि निविदा प्रपत्र में दी गई जानकारी पूर्णतः सत्य एवं प्रमाणिक है।

(2) यह कि मेरे/हमारे द्वारा प्रस्तुत

(अ) ई.एम.डी. के रूप से जमा की गई डिमांड ड्राफ्ट./एफ.डी.आर अन्य संबंधी दस्तावेज जो बैंक के द्वारा प्रदाय किए गए है, वे बैंक से प्रमाणिक है।

(ब) वित्तीय अर्हता तथा वार्षिक टर्न ओव्हर की जानकारी सही है।

(स) विभिन्न भौतिक अर्हताओं की जानकारी सही है।

(द) Work in Hand की जानकारी सही है।

(3) <u>मैं/हम भारत सरकार/अन्य राज्यों के राज्य सरकार/राज्य सरकार के किसी भी विभाग में काली सूची में सम्मिलित नहीं हूँ/हैं या डिबार नहीं किया गया हूँ/हैं।</u>

(4) यह कि नगर निगम, रायपुर में मेरे/हमारी फर्म/कम्पनी के सदस्यों का कोई निकट रिश्तेदार कार्यरत नही है।

अथवा

निम्नलिखित निकट रिश्तेदार कार्यरत है:–

नाम.....पदनाम.....वर्तमान पदस्थापना

(5) यह कि मेरे/हमारे/फर्म के विरूध्द कोई भी आपराधिक प्रकरण कहीं भी पंजीबध्द नहीं है।

हस्ताक्षर मय सील के

सार्वजनिक नोटरी द्वारा सत्यापन
की सील तारीख सहित

OFFICE OF THE MUNICIPAL CORPORATION KORBA (C.G.)

REQUEST FOR PROPOSAL

For

Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)

RFP No: 8846

Submitted by : Commissioner

KORBA Municipal Corporation Office

(Chhattisgarh)

Email: corporationkorba@gmail.com

CONTENTS

SIE

NOTICE INVITING EOI

NIT No: RFP- 8846 **KORBA Date** 24-12-2024

KORBA Municipal Corporation Office (hereinafter referred to as the **"Commissioner MCK"**) invites offline EOI (Technical + Financial) from eligible Applicants for **selection of consultant/architects for providing architectural/consultancy services for INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT at KORBA city, CHHATTISGARH" (the "Project").** Details of the Project are as mentioned below: Details of the Project are as mentioned below:

Tender No.	RFP Notice No ...../SE/KMC/24-25
Name of the Work	Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)
Invitee	Commissioner, KORBA Municipal Corporation Office, (Chhattisgarh) Email Id:- corporationkorba@gmail.com
EMD	EMD of Rs. 5.00 Lacs (Rs. Five Lacs Only) to be paid physical in the form of Demand Draft/FDR (in favour of, Commissioner, KORBA Municipal Corporation payable at KORBA of any nationalized / scheduled banks except Cooperative Banks. [Non Refundable]
Time for Completion	3 years.
Selection Criteria	Consultant shall be selected on Quality cum Cost-Based Selection (QCBS) method on the basis of estimated Project cost
Estimated Project Cost	As per DPR Prepared.
Activity	**Time Lines & Address**
Offline Download date of EOI documents	From 26.12.2024 (17:30 Hrs) Till 16.01.2025(17.30 Hrs) **https://www.korbamunicipal.in & https://uad.cg.gov.in Or From Municipal Corporation Korba office.**
Last date for submission of Softcopy (Technical + Financial Bid)	16.01.2025 Till 17.30 Hrs.
Last date for submission of hardcopy (Technical Bid only)	16.01.2025 Till 17.30 Hrs.
Opening of Technical EOI	17.01.2025 at 11:00 Hrs.
Invitation of Presentation	To be informed later.
Date of opening of Commercial	To be informed later to technically qualified Applicant.

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Tender No.	RFP Notice No ...../GM/P/KMC/23-24
Minimum number of EOI for selection	01
Cost of Bidding Document (Tender Fee, Non- refundable)	Tender Fee Rs. 5,000 (Rupees Five Thousand only) to be paid through Demand Draft in favor of Commissioner KORBA Municipal Corporation.
Bid Validity	60 days

1) If any date specified herein is a holiday, then the next working day will be considered for theactivity and the time will remain the same.
2) The schedule indicated above is tentative and Korba Municipal Corporation maychange any or the entire schedule with prior intimation to all Applicants.

SD/-

Executive Engineer,
Municipal Corporation Korba (C.G.)

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form by or on behalf of the Commissioner MCK or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is being issued by the Commissioner MCK for Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba City at Korba (C.G.).

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Applicants or any other person with information to assist the formulation of their financial offers ("Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Commissioner MCK in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Commissioner MCK, its employees or advisors to consider the investment objectives, financial situation and particular needs of each partywho reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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, statements and informationcontained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is 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 Commissioner MCK accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Commissioner MCK, its employees and advisors 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

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

The issue of this RFP does not imply that the Commissioner MCK is bound to select or to appoint the Selected Applicant or Consultant, as the case may be, for the Project and the Commissioner MCK reserves the right to reject all or any of the EOI without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Commissioner MCK or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Commissioner MCK 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 or submissionof the Bid, regardless of the conduct or outcome of the Bidding Process.

SIE

1. INTRODUCTION

1.1. Background

KORBA is a city of Chhattisgarh in central India. The city is administered by the KORBA Municipal Corporation (KMC). Today KORBA has witnessed a high growth rate in population. However, several concerns related to air quality are rising day by day.

1.1.1. The Commissioner MCK with an objective of Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba. In the view of this the Commissioner MCK is now inviting EOI for "**Selection of firms/consultant/architects for providing architectural/ consultancy services for INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT at KORBA city, Chhattisgarh**" (the "**Project**").

1.1.2. The Selected Applicant, (the "Consultant"), shall implement the assignment in accordance with the provisions of a contract agreement (the "**Contract Agreement**") to be entered intobetween the Selected Applicant and the Commissioner MCK in the form provided by the Commissioner MCK. The detailed Scope of Work has been provided in the document.

1.1.3. The Commissioner MCK shall receive EOI pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Commissioner MCK, and all EOI shall be prepared and submitted in accordance with such terms on or before the date specified for submission of EOI. (The "**EOI Due Date**").

1.2. Request for Proposal

1.2.1 The Commissioner MCK has adopted single stage envelop offline tendering process (referred to as the "**EOI Bidding Process**") for selection of the Applicant for award of the Assignment. All Applicants shall submit their Technical Bid and Financial Bid (the "**Bid**") against this RFP ina single stage. Eligibility and qualification of the Applicant will be first examined based on the details submitted under first envelope (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. **The Technically qualified Applicant shallbe required to present all the required details for selection process. The Financial Bid under the second envelop shall be opened of only those Applicants whose qualified in Technical Evaluation.**

1.2.2 Interested Applicants (the "**Applicants**") are being called upon to submit their Bid inaccordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 60 days from the date specified in EOI.

1.2.3 The complete bidding documents (the "**Bidding Documents**") including the draft ContractAgreement for the Assignment and any addenda issued subsequent to this RFP will be deemed to form part of the Bidding Documents.

1.2.4 EOI are invited for the Project on **Quality cum Cost-Based Selection (QCBS)** basis. Fee to be quoted in terms of **percentage** repeat **PERCENTAGE** for future Estimated Cost of DPR to be prepared as mentioned in NIT and RFP document. Maximum percentage quotation is limited to 2.50% (of the total project cost), if percentage rate quoted by the bidder is above maximum limit then bid will be rejected without any communication with the bidder.

1.2.5 The Period for the consultancy and PMC will be 03 years from the date of work order.

1.2.6 In this RFP, the term **"Selected Applicant"** shall mean the Applicant who qualified technical evaluation and got selected in the financial evaluation.

1.2.7 The remaining Applicants shall be kept in reserve and may, in accordance with the process specified in Section- 2 of the RFP, be invited to match the Bid submitted by the Lowest Applicant in case such Lowest Applicant withdraws or is not selected for any reason. In the event that none of the other Applicants matches the Bid of the lowest Applicant, the Commissioner MCK may, in its discretion, invite fresh EOI from all Applicants or annul the Bidding Process, as the case may be.

1.2.8 Further, other details of the process and the terms thereof are spelt out in this RFP.

1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Commissioner MCK and the Project site,sending written queries to the Commissioner MCK, and attending a Pre-Bid Conference on the date and time specified in Clause 1.7.

1.4. Validity of the Proposal

The Proposal shall be valid for a period of not less than 60 days from the Proposal Due Date(the **"PDD"**).

1.5. Brief description of the Selection Process

The Commissioner MCK has adopted a single stage two-step selection process (collectively the **"Selection Process"**) for evaluating the EOI/Proposals comprising technical and financial proposals to besubmitted offline through registred/speed post in the address of Saket Bhawan, ITI Chowk at office of the municipal corporation korba (C.G.). Detailed EOI and RFP can be downloaded from website **https://www.korbamunicipal.in**. In the first step, a technical evaluation will be carried out as specified. Based on this technical evaluation, a list of short-listed Applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified. EOI will finally be ranked according to minimum percentage cost found in the financial evaluation. The first ranked Applicant who quoted minimum percentage (the **"Selected Applicant"**) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.6. Schedule of Selection Process

The Commissioner MCK would endeavor to adhere to the following schedule:

Milestones	Dates
Download of RFP document from department platform at: **https://www.korbamunicipal.in & https://uad.cg.gov.in**	From 26.12.2024 (17:30 Hrs) Till 16.01.2025 (17.30 Hrs)
Last date for Offline submission of Bid (Technical Bid andFinancial Bid) (Bid Due date) by registred/speed post in the address of Saket Bhawan, ITI Chowk, Municipal Corporation Korba (C.G.)	16.01.2025 up to 17:30 hrs.
Last date for submission of hard copy. [Document received after last date of EOI will not be entertain]	16.01.2025 up to 17:30 hrs.
Opening of Technical Bid at venue provided	17.01.2025 at 11:00 Hrs
Declaration eligible / qualified Applicants	To be Communicated
Invitation for Presentation	To be Communicated
Opening of Financial Bid	To be Communicated
Letter of Award (LOA)	To be Communicated
Validity of EOI	60 days of Bid Due Date
Signing of Contract Agreement	To be Communicated

1.7. Pre-Bid visit and inspection of data

Prospective Applicants may visit the office of the municipal corporation korba and shall advised to visit entire corporation area before Bid due date with their own cost. The nodal officer details are as follows, bidder can be meet or call for any quarries relating EOI within office time.

Name : Arun Sharma, Executive Engineer
Address : KORBA Municipal Corporation Office, (Chhattisgarh)
E-mail : corporationkorba@gmail.com
Phone Number : +91- 7773007189

1.8. Communications

All communications including the submission of Proposal should be addressed to

:Name : Arun Sharma, Executive Engineer

Address : KORBA Municipal Corporation Office, (Chhattisgarh)
E-mail : corporationkorba@gmail.com
Phone Number : +91- 7773007189

All communications, should contain the following information, to be marked at the top inbold letters:

RFP Notice No..8846 /SE/KMC/ Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)

2. INSTRUCTIONS TO THE APPLICANTS

A. GENERAL

2.1 Scope of Bid

2.1.1. The KORBA Municipal Corporation (abbreviated as "KMC" and referred to as the Employer/ Commissioner MCK in these documents) invites tenders from eligible Applicants for the Works as defined as "Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G).

2.2 Conditions of Eligibility of Applicants

2.2.1. Applicants must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. Conditions of Eligibility

(a) The Applicant shall be a single entity.

(b) The Applicant can be the company, Partnership Firm/Proprietorship/LLP/PSU etc. with Incorporation /Registration under Companies Act 1956/ 2013.

(c) **Applicant shall not have a conflict of** interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Commissioner MCK shall be entitled to forfeit and appropriate 3% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Commissioner MCK and not by way of penalty for, inter alia, the time, cost and effort of the Commissioner MCK, including consideration of such Applicant's proposal (the **"Damages"**), without prejudice to any other right or remedy that may be available to the Commissioner MCK under the Bidding Documents and/or

the Contract Agreement or otherwise. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a constituent of such Applicant is also a constituent of another Applicant; Or
- such Applicant receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its member; Or
- such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- such Applicant, has a relationship with another Applicant, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Application of either or each other; or
- such Applicant has participated as a Applicant to the Commissioner MCK in the preparation of any documents, design or technical specifications of the Project.
- Such Applicant has relative (Grandfather, Grandmother, father, mother, daughter, son, brother, sister, father in law, mother in law, brother in law, sister in law) working in any post or held any position in municipal corporation korba (c.g.)

2.2.3. **Technical Qualification**: To be eligible for qualification and short-listing, the Applicants shall have to satisfy the following conditions of eligibility:

(A.) Technical Capacity:

1. The firm should be Registered in India.
2. The firm should be an Architectural / Consultant firm.
3. The firm should be registered for GST and have valid PAN
4. The firm's Principal Architect should have 7 years of experience and complete one similar project like INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT of project cost not less than 10 Cr. (Completion Certificate is mandatory)
5. The firm's should have an experience and complete one government project of project cost not less than 50 Cr. (Completion Certificate is mandatory) in last 7 years.
6. The average annual turnover in last 03 Financial year should not be less than 50 Lakhs INR. (CA Certificate should be enclosed). And latest turnover certificate amounting 1 crore.
7. The firm should have green building practicing certificate from any national affiliated programs such as GRIHA, LEED, IGBC etc.
8. Original DD, EMD and bid document cost DD in favor of commissioner municipal corporation korba as per mentioned in EOI. (DD, EMD & bid document cost DD is non refundable)
9. All the necessary required above mention documents and other related documents are mandatory and should be self-attested and duly submitted in the envelop A.

(B.) Financial Capacity:

a. The Applicant must have positive Net worth as on 31st March 2024.

Note:

1. The agency must submit, with its Technical Proposal, the documentary evidence regarding fulfilment of all the above criteria in the envelop A.

2.2.4. The Applicant shall enclose with its Bid/Proposal, certificate(s) from its Statutory Auditors/ Chartered Accountant stating its financial information as stated above.

2.2.5. The Applicant should submit a Power of Attorney as per the format at Form -4 of Appendix- I.

2.2.6. Any entity which has been barred by the Central Government, any State Government, a statutory Commissioner MCK or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Proposal by itself.

2.2.7. While submitting a Bid, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.1.1 The Commissioner MCK requires that the Applicants provide professional, objective, and impartial advice and at all times hold the Commissioner MCK's interest paramount, strictly avoid conflicts with other Assignment/Jobs or their own corporate interests and act without any consideration for future work.

2.1.2 Without limitation on the generality of the foregoing, the Applicants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

2.1.3 Conflicting activities: A firm that has been engaged by the Commissioner MCK to provide goods, works or Assignment/Job other than consulting Assignment/Job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/Job related to those goods, works or Assignment/Job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/Job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/Job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

2.1.4 Conflicting Assignment/job: An Applicant (including its Personnel and Sub- Applicants) or any of its affiliates shall not be hired for any Assignment/Job that, by its nature, may be in conflict with another Assignment/Job of the Applicant to be executed for the same or for another Commissioner MCK. For example, a Applicant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an Applicant assisting the Commissioner MCK in theprivatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Applicant hired to prepare Terms of Reference for an Assignment/Job shall not be hired for the Assignment/Job in question.

2.1.5 Conflicting relationships: An Applicant (including its Personnel and Sub- Applicants) that has a business or family relationship with a member of the Commissioner MCK's staff whois directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job,(ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this

relationship has been resolved in a manner acceptable to the Commissioner MCK throughout the selection process and the execution of the Contract.

2.1.6 The Applicants have an obligation to disclose any situation of actual or potential conflict thatimpacts their capacity to serve the best interest of their Commissioner MCK, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Applicant fails to disclose said situations and if the Commissioner MCK comes to know about any such situation at any time, it may lead to the disqualification of the Applicant during bidding process or the termination of its Contract during execution of assignment.

2.1.7 No agency or current employees of the Commissioner MCK shall work as the Applicants under their own ministries, departments or agencies.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the work. A Applicant applying individually shall not be entitled to submit another application.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of theirEOI and their participation in the Selection Process including subsequent negotiation, visits to the Commissioner MCK, Project site etc. The Commissioner MCK will not be responsible or in any way liable forsuch costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Commissioner MCK and verification of information

Applicants are encouraged to submit their respective EOI/Proposals after visiting the officeof the Commissioner MCK and ascertaining for themselves the availability of documents and other data with the Commissioner MCK, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Bid/Proposal, the Applicant has:

(a) Made a complete and careful examination of the RFP;

(b) Received all relevant information requested from the Commissioner MCK;

(c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Commissioner MCK or relating to any of the matters referred to in Clause 2.6 above;

(d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and

performance of all of its obligations there under;

(e) Acknowledged that it does not have a Conflict of Interest; and

(f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Commissioner MCK shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Commissioner MCK.

2.8 Right to reject any or all EOI/Proposals

2.8.1 Not with standing anything contained in this RFP, the Commissioner MCK reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any timewithout any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Commissioner MCK reserves the right to reject any Proposal if: at any time, a material misrepresentation is made or discovered, or The Applicant does not provide, within the time specified by the Commissioner MCK, the supplemental information sought by the Commissioner MCK for evaluation of the Proposal.

2.8.3 Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified / rejected, then the Commissioner MCK reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Commissioner MCK, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth here in above, the contents as listed below andwill additionally include any Addendum/Amendment issued in accordance with Clause 2.11:

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form-3 - DECLARATION OF NON-BLACKLISTING

Form-4- Power of Attorney for signing the Proposal

Form-5 Financial Capacity of the Applicant

Form-6 Technical Capacity of the Applicant

Form-7- Format of Contract Agreement

Appendix-II: Financial ProposalForm

1: Covering Letter Form 2:

Financial Proposal

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission EOI/Proposal, the Commissioner MCK may, for any reason, whether at its own initiative or in response to clarifications requested by a Applicant,modify the RFP document by the issuance of Addendum/ Amendment.

2.10.2 All such amendments will be uploaded on departmental website https://www.korbamunicipal.in.& https://uad.cg.gov.in and will be binding on all Applicants.

2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account,or for any other reason, the Commissioner MCK may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

The Bid/Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.12 Format and signing of Bid/Proposal

2.12.1 The Applicant shall provide all the information sought under this RFP. The Commissioner MCK would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.12.2 The Applicant shall download EOI/RFP from website **https://www.korbamunicipal.in** or **https://uad.cg.gov.in** & shall submit all necessary documents along with supporting documents, DD, EMD & bid document cost DD in technical proposal in envelop-A and financial proposal in envelop-B respectively duly mentioned in front of the envelop and kept both the envelop in a single envelop mentioning the details of bidder in front of it and send via registered/speed post on Saket Bhawan, ITI Chowk, Municipal Corporation Korba (C.G.) on or before duly time limit mentioned in EOI.

2.12.3 The Bid/Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. **All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Bid/Proposal.** The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

(a) by the proprietor, in case of a proprietary firm; or

(b) by a partner, in case of a limited liability Partnership; or

(c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a

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corporation; or

(d) A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required). **Power of Attorneyshall not be required in case of applicant firm is a proprietary firm.**

2.12.4 Applicants should note the PDD, as specified in Clause 1.7, for submission of Bid/Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained bythe Commissioner MCK, and that evaluation will be carried out only on the basis of documents received by the closing time of PDD as specified in Clause 2.17. Applicants will ordinarily notbe asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.13 Technical Proposal

2.13.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the"Technical Proposal") It contains all the required technical documents duly seal and signed and seal in the Envelop A as Technical Proposal envelop (Envelop -A Technical Proposal Shall Proper Mentioned in front of the Envelop).

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular,ensure that:

(a) The Bid Security is provided;

(b) All forms are submitted in the prescribed formats and signed by the prescribedsignatories;

(c) Power of Attorney(s), if applicable, is executed as per Applicable Laws;

(d) All the required documents mentioned above and original DD, EMD & bid document cost DD.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposalliable to be rejected as per discretion of the Commissioner MCK.

2.13.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing any information related to Financial Proposal shall ne be declared non- responsive.

2.13.5 The Commissioner MCK reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Commissioner MCK to undertake such verification shall not relieve the Applicant of its obligations or liabilities here under nor will it affect any rights of the Commissioner MCK there under.

2.13.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant has made material misrepresentationor has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Applicant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the 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 Commissioner MCK without the Commissioner MCK being liable in any manner whatsoever to the Selected Applicant or Applicant, as the case may be.

2.13.7 In such an event, the Commissioner MCK shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Commissioner

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MCK for, inter alia, time, cost and effort of the Commissioner MCK, without prejudice to any other right or remedy that may be available to the Commissioner MCK.

2.14 Financial Proposal

2.14.1 Applicants shall submit their signed financial proposal in Envelop-B (Envelop -B Financial Proposal Shall Proper Mentioned in front of the Envelop) via registered/speed post on Saket Bhawan, ITI Chowk, Municipal Corporation Korba (C.G.). upload on the departmental website **https://www.korbamunicipal.in** the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating Percentage Rate Quoted (Form-2 of Appendix II) in both figures and words, and signed by the Applicant's Authorized Representative.

2.14.2 In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. While submitting the Financial Proposal, the Applicant shall ensure the following:

(i). All the costs associated with the Project shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii). The Financial Proposal shall take into account all expenses and tax liabilities excluding GST. For the avoidance of doubt, it is clarified that all taxes shall bedeemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

2.15 Submission of Proposal

2.15.1 The Applicants shall upload the Technical Proposal & Financial Proposal documents mentioned in Clause 2.14 & 2.15 below on departmental website https://etender.up.nic.in in thespecified formats. The Applicants will be required to fill up formats for Technical Proposal; scanned it and upload the same along with all supporting documents under head Technical Proposal. The Applicant shall submit the Financial Proposal by putting appropriate values offline only.

2.15.2 In addition to offline Bid submission the Applicants shall submit Technical Proposal in hard copy in accordance with Clause 2.16.4. **Financial Bid shall not be submitted in hard copy.**

2.15.3 The Proposal (Technical + Financial) shall contain the following:

A. The "Technical Proposal" shall contain: -

a. Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms specified in Appendix-I and supporting documents; and Bid security as specified in Clause 2.20.1

B. The "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 and Form 2, of Appendix-II).

2.15.4 The Technical Proposal will be sealed in an envelope which will bear the address of The Commissioner Saket Bhawan, ITI Chowk, Municipal Corporation Korba (C.G.) indicating RFP Notice number

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Applicant name as indicated at Clause 2.16.5 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the Commissioner MCK"

If the envelope is not sealed and marked as instructed above, the Commissioner MCK assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.15.5 The envelope containing Technical Proposal as mentioned in Clause 2.16.4 above shall be addressed to the following officer **within end of the offline Bid** and shall be submitted at the respective address of the commissioner Municipal Corporation Saket bhawan, ITI Chowk Korba (C.G.) by registered post/speed post:

ATTN. OF	:	Executive Engineer KORBA Municipal Corporation
ADDRESS	:	The Commissioner Municipal Corporation Saket bhawan, ITI Chowk Korba (C.G.)

2.15.6 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.15.7 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Formsmust be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.15.8 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Applicant under the Agreement.

2.16 Proposal Due Date

Technical & Financial Proposal comprising of the documents listed at Clause 2.16.3 of the RFP shall downloaded from departmental website **https://www.korbamunicipal.in** and submit offline through registered/speed post & reached on or before 17:30 hours IST on or before 16.01.2025. mentioned in EOI.

2.17 Late Proposals

Proposals received by the Commissioner MCK after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.18 Modification/ substitution/ withdrawal of Proposals

2.18.1 NOT Applicable

2.19 Bid Security / Earnest Money Deposit (EMD) & bid document cost DD

2.19.1 The Applicant shall furnish as part of its Proposal, a Bid Security of Rs. 5,00,000/- (Five Lacs only), and bid document cost of Rs. 5000/- DD in favor of Commissioner, Municipal Corporation Korba (C.G.) which is non refundable

2.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the Commissioner MCK as non-

responsive.

2.19.3 Bid security is non refundable for all the bidders.

2.19.4 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Commissioner MCK's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Commissioner MCK as the mutually agreed pre-estimated compensation and damage payable to the Commissioner MCK for, inter alia, the time, cost and effort of the Commissioner MCK in regard to the RFP including theconsideration and evaluation of the Proposal under the following conditions:

a. If an Applicant submits a non-responsive Proposal;

b. If an Applicant engages in any of the Prohibited Practices specified in Section 3 of this RFP;

c. If an Applicant withdraws its Proposal during the period of its validity as specified in thisRFP and as extended by the Applicant from time to time;

d. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement orcommence the assignment as specified in Clauses 2.26 and 2.28 respectively; or

e. If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.20 Evaluation of Proposals

2.20.1 The Commissioner MCK shall open the Technical Proposals at 17.01.2025 at 11:00 hours on the PDD, at the place specified in Clause 1.10.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.20.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19shall not be opened.

2.20.3 Prior to evaluation of Proposals, the Commissioner MCK will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

(a) The Technical Proposal is received in the form specified at Appendix-I;
(b) It is received by the PDD including any extension thereof pursuant to Clause 2.17;
(c) It is accompanied by the Power of Attorney(s) as specified in Clause 2.2.5
(d) It contains all the information (complete in all respects) as requested in the RFP;
(e) It does not contain any condition or qualification; and
(f) It is not non-responsive in terms hereof.

2.20.4 The Commissioner MCK reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Commissioner MCK in respect of such Proposals.

2.20.5 The Commissioner MCK shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 2 of this RFP.

2.20.6 After the technical evaluation, the Commissioner MCK shall prepare a list of qualified Applicants in

terms of Clause 2.30.2 for opening of their Financial Proposals. The opening of Financial Proposals will be done in presence of respective representatives of Applicants who choose to be present. The Commissioner MCK will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. In The financial evaluation, successful lowest L1 and L2 will be announce as per the clause applicable.

2.20.1 Applicants are advised that selection shall be entirely at the discretion of the Commissioner MCK. Applicants shall be deemed to have understood and agreed that the Commissioner MCK shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.20.2 Any information contained in the Proposal shall not in any way be construed as binding on the Commissioner MCK, its agents, successors or assigns, but shall be binding against the Applicant if the Work is subsequently awarded to it.

2.20.3 Intending Applicants are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their EOI as to the nature of the building/monuments (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affecttheir bid. A Applicant shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The Applicants shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a Applicants implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.20.4 The Commissioner MCK does not bind itself to accept the lowest or any other bid and reserves to itself the Commissioner MCK to reject any or all the EOI received without assigning any reason. All EOI in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Applicant shall be summarily rejected.

2.21 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Commissioner MCK in relation to matters arising out of, or concerning the Selection Process. The Commissioner MCK shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Commissioner MCK may not divulge any such information unless it is directed to do so by anystatutory entity that has the power under law to require its disclosure or to enforce or assertany right or privilege of the statutory entity and/or the Commissioner MCK or as may be required by law or in connection with any legal process.

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2.22 Clarifications

2.22.1 To facilitate evaluation of Proposals, the Commissioner MCK may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Commissioner MCK for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

E. APPOINTMENT OF APPLICANT

2.23 Award of Work

After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Commissioner MCKto the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receiptof the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In theevent the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Commissioner MCK may, unless it consents to extension of time for submission thereof, cancel the LOA and the next L2 Applicant may be considered.

2.24 Indemnity

The Applicant shall, subject to the provisions of the Agreement, indemnify the Commissioner MCK for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.26 Performance Security % Security Deposit: Performance Security of 5% of the project (DPR) Cost and Security Deposit of 5% of the project (DPR) Cost will be deducted from every running bill.

2.27 Commencement of Assignment

The Applicant shall commence the assignment from the date of the Agreement, or such otherdate as may be mutually agreed. If the Applicant fails to either sign the Agreement asspecified in Clause 2.27 or commence the assignment as specified herein, the Commissioner MCK may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

2.28 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Commissioner MCK or submitted by an Applicant to the Commissioner MCK shall remain or become the property of the Commissioner MCK. Applicants and the Applicant, as the case may be, are to treat all information as strictly confidential. The Commissioner MCK will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to the Commissioner MCK in relation to the assignment shall be the property of the Commissioner MCK.

2.29 CRITERIA FOR EVALUATION

2.29.1 Evaluation of Technical Proposals

The KMC constituted **"Technical Evaluation Committee"** will be responsible for evaluation based on the documents submitted by the Applicant in Technical proposal documents. If any necessary document is not attached the bid will be rejected without any information to the bidder.

2.29.2 Short-listing of Applicants

As per the clause 2.29.1, bidders will be short listed from the technical evaluation.

2.29.3 Evaluation of Financial Proposal

The KMC shall then open "Financial Bid" **(in the presence of the Applicants' representativeswho choose to attend)**, for the Applicants who pass the evaluation of Technical. The minimum offer in percentage quoted by the bidders in the financial proposal envelop should be shortlisted and L1 or L2 will be selected. If the bidders submit the rate above/higher from the maximum applicable rate mentioned in the EOI, his bid will be automatically rejected without giving any information.

Where:

SF is the financial score of the Financial Proposal being evaluated

FM is the Estimated Total Price of the lowest priced Financial Proposal

F is the Estimated Total Price of the Financial Proposal under consideration

2.30 Ranking of Proposals (QCBS) as per 2.29.1

2.31 Technical Evaluation Criteria: -

Note:

- The technical/ commercial bid of only those parties posting (via registered/speed post) their offers before due dateand time shall be opened on the due date & time of opening.
- The offers shall be evaluated based on the qualifying parameters mentioned above.
- Firms shall be shortlisted on technical bid evaluation.
- The selected bid of only those firms shall be opened who will qualify as per parameters mentioned above.
- Incomplete offers, offer not conforming fully to technical evaluation requirements or withvague replies or without Earnest Money Deposit or conditional offer will be rejected.
- Credentials of only the Bidding firm only shall be considered.
- The KMC may asses the capacity and capability of the Applicant, to successfully execute the scope of work within stipulated completion period. The assessment shall interiliac include document verification, Applicants works/ manufacturing facilities visit, manufacturing capacity, details of works executed, works in hand, details of plant and machinery, manufacturing and testing facilities, financial resources, details of quality control system, past experience, customer feedback etc.

The Commissioner MCK, however, reserves the right to restrict the list of such pre-qualified Consultants to any number deemed suitable by it.

Even though any Applicant may satisfy the above requirements, he would be liable to disqualification

if he has: -

(a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,

(b) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

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2.32 Technical Evaluation Marking Criteria: -

Sr. No.	Parameter	Yes/No	Important Criteria		Documents Required
1	Experience of Consultancy Services for **FOR INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT**	**YES**	**No. of Project atleast** 1 Project	**YES**	Work Order Copies/ Completion Certificate/ Agreement copy
2	Experience of providing consultancy services for **FOR INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT**	**YES**	**No. of Project atleast** 1 Project	**YES**	Work Order Copies/ Completion Certificate/ Agreement copy
3	Net Worth, GST, Registration	**YES**	Having Positive Net worth Additional Net worth of 10 Lac and above	**YES**	CA Certificate
4	Having Professional with the Organization	**YES**	Up to minimum 5 Technical Staff (specialized engineer, surveyor and technician)	**YES**	Details of the Staff (Post/ Technical Qualification) must be on the letterhead of the firm
5	Presentation on the Concept	**YES**			
6	All others documents mentioned above	**YES**	Mandatory for all		Documents mentioned as RFP/EOI

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2. FRAUD AND CORRUPT PRACTICES

2.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Commissioner MCK shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Commissioner MCK shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Commissioner MCK for, inter alia, time, cost and effort of the Commissioner MCK, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

2.2 Without prejudice to the rights of the Commissioner MCK under Clause 4.1 hereinabove and the rights and remedies which the Commissioner MCK may have under the LOA or the Agreement, if an Applicant or Applicant, as the case may be, is found by the Commissioner MCK 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 Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Applicant shall not be eligible to participate in any tender or RFP issued by the Commissioner MCK during a period of 2 (two) years from the date such Applicant or Applicant, as the case may be, is found by the Commissioner MCK to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Commissioner MCK who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, 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 Commissioner MCK, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at

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any time has been or is a legal, financial or technical Applicant/ adviser of the Commissioner MCK in relation to any matter concerning the Project;

(b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Commissioner MCK with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3. MISCELLANEOUS

5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the KORBA shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

5.2 The Commissioner MCK, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Commissioner MCK by, on behalf of and/or in relation to any Applicant; and/or

(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.3 All documents and other information supplied by the Commissioner MCK or submitted by an Applicant shall remain or become, as the case may be, the property of the Commissioner MCK. The Commissioner MCK will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

5.4 The Commissioner MCK reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

4. DELETED

5. DELETED

7.1 OBJECTIVE

The objective of the project is to Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation

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Korba Area's, Korba (C.G.). The RFP document can be downloaded from the K MC & UAD website and submitted along with tender documents and technical proposals, EMD, cost of bidding documents DD, and other required documents as per the details mentioned within this document.

7.2 Scope of Works:

The main objective of this assignment is to engage & Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.). The scope of work includes review of existing DPR/ new Detailed Project Report based on the site assessment, technical, financial, environmental and social aspects, consisting of detailed designs, drawings (structural, architectural, working drawings), bid documents for inviting tenders, review of existing/ new cost estimates, specifications, data and services collection/expenditures/NOC for services shifting of different department etc.:

Detailed Scope of Works:

i. Review of existing detailed project report/ preparation of New DPR in 3 hard copies.
ii. All required design, drawings/cost estimates etc. in 3 hard copies.
iii. Completion Plan in 3 hard copies.

Schedule of services:
The Architect/Consultant shall, after taking instruction from client, render the following services:

➢ **Concept Design (Stage 1):-**

- Conduct necessary site surveys, field investigations and prepare a Project brief for municipal corporation's approval.
- Consultant should conduct the survey to collect data of infrastructure existing on the ground like water supply, sewerage, lighting, air quality, government lands, topography, wind rose and other related survey etc.
- Prepare Detailed Project Report for roads Development works including the necessary survey work, for the purpose of data and services collection, expenditure, NOC, cost estimate for services shifting of different departments, preparing cost estimates **FOR INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT** other related facilities as per the project requirement.
- Necessary 2D and 3D drawings, presentations, plans, perspectives, etc., shall be prepared and presented for various options, as required.
- Special field investigations shall be conducted for necessary renovation and restoration of the existing structure (if any) Special specifications, BOQ, Estimates shall be prepared on the basis of details available.
- Review of existing DPR & current BOQ and incorporate the changes if feasible.
- After preparing the final DPR, the selected consultant will get the said DPR vetted by a reputedtechnical institute i.e., IITs /NITs/Technical University and make it available to the Commissioner MCK.
- Preparation of walkthrough of the concept including all components.

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- **Working Drawings and tender Documents (Stage 2):-**
  - Prepare preliminary and working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender drawings and tender document as required.
  - Carrying Technical sanctioned and NIT approval from departmental higher authority.
  - Preparation of tender documents is required. All the necessary arrangement for technical sanction and administration sanctioned should be bear by consultant itself no additional cost will provided to them.
  - The tender can then be carried out by the municipal corporation korba. All the documents required for the agreements with the contractor shall be prepared by the consultant itself.
  - Handholding to KMC for the signing of agreements if required.

- **Work Execution (Stage 3):-**
  - Prepare and issue working drawing for execution of works.
  - Approve samples of various elements and components as required.
  - Completion plan to be prepared by the Consultant before commencement of the project work and the same will be submitted to KMC.
  - Weekly visit of site of work for ensure quality control of ongoing works as per the standard and specification.
  - Visit the site of work, as mutually agreed upon to inspect and evaluate the construction work and where necessary clarify any decision in order to ensure that the work at site proceeds in accordance with drawings.

7.3 **Project Timelines & Payment Schedule:** The indicative project timelines for completionof the project are given as below.

Sr. No.	Description	% of contract value	Timelines (From LOA)
A.	Submission of Inception/Concept Note	Mentioned in the clause 16 schedule of payments in the EOI.	3 days
	After Submission of PreliminaryEstimates, Detailed Project Report(DPR) including BOQ, tender document and other deliverables required for invitation of tenders (if required)		15 days
B.	Vetted Tender Drawings including Structural Drawings, Design Calculations (Vetted)		20 days
C.	Weekly supervision		Monthly

8.1 Suspension:

8.1.1 The KMC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the scope of work, provided that such notice of suspension (i) shall specify the nature of the failure, and
(ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

8.1.2 **Termination by the KMC:** The KMC may terminate this Contract in case of the occurrence of any of the events specified in part of this Clause. In such an occurrence the KMC shall give a not less than thirty (30) days' written notice of termination to the Consultant s, and sixty (60) days in case of the event of Force Majeure.

8.1.2.1 If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 8.20.1 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the KMC may have subsequently approved in writing.

8.1.2.2 If the Consultant becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

8.1.2.3 If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings.

8.1.2.4 If the Consultant, in the judgment of the KMC, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

8.1.2.5 If the Consultant submits to the KMC a false statement which has a material effect on the rights, obligations or interests of the KMC.

8.1.2.6 If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the works for a period of not less than sixty (60) days.

8.1.2.7 If the KMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract

8.1.2.8 Termination: By the Consultant : NOT ELIGIBLE

8.2 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to above Clauses, or upon expiration of this Contract hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 8.27 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records, and(iv) any right which a Consultant may have under the Applicable Law of the Government of Chhattisgarh.

8.3 **Cessation of Works:** Upon termination of this Contract by notice of either Party tothe other, the Party shall, immediately upon dispatch or receipt of such notice, takeall necessary steps

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to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the KMC, the Consultant shall proceed as provided.

8.4 Payment upon Termination

8.4.1 Upon termination of this Contract pursuant to hereof, the KMC shall forfeit Security Deposit and Performance Security of the consultant.

8.5 Obligations of Consultant

8.5.1 Standard of Performance

8.5.1.1 The Consultant shall undertake the Scope of Work and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the works, as faithful adviser to the KMC, and shall at all times support and safeguard the KMC's legitimate interests in any dealings with Consultants, Sub-Consultants or Third Parties.

8.6 Law Governing Works:
The Consultant shall perform the works in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub- Consultants, as well as the Personnel of the Consultant, Comply with the Applicable Law. The KMC shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after suchnotification, respect such customs.

8.7 Conflict of Interests: The Consultant shall hold the KMC's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

8.8 Confidentiality: Except with the prior written consent of the KMC, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the works, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the works.

8.9 Reporting obligations: The Consultant shall submit to the KMC the reports and documents specified in the Terms of Reference, in the form, in the numbers and withinthe time periods set forth in the said Terms of Reference. Final reports shall be delivered in Pen drive in addition to the hard copies specified in said Terms of Reference.

8.10 Documents prepared by the Consultant to be the property of the KMC: All the drawings, specifications and documents as instruments of assignment are the property of the KMC whether the project for which they are made are executed or not. The Consultant shall be deemed the author of these documents.

8.11 Consultant Personnel and Sub Consultants: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are requiredto carry out the works.

8.12 PROJECT MANAGEMENT CONSULTANT : Consultant shall appoint or deploy team of expert engineers/technician/specialist to work with municipal corporation and there responsibility is to carried out layout, provide and comply drawing designs in the field to

contractor, take measurements in daily basis, prepare construction planning managements plan, prepare presentation, carrying testing and survey and other related works as per the direction given by executive engineer/assistant engineer of municipal corporation.

8.13 **Currency of Payment:** All payments will be made in Indian Rupees.

8.13.1 **Settlement of Disputes**

8.13.1.1 **Amicable Settlement:** If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days of receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, below clause shall apply.

8.13.1.2 **Dispute Resolution:** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

8.13.1.3 Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Commissioner MCK and the Applicant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Commissioner – KORBA Municipal Corporation. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.13.1.4 Arbitration proceedings shall be held in India at KORBA and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.13.1.5 The decision of the majority of arbitrators shall be final and binding upon both parties.The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Commissioner MCK and the Applicant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8.14 **Extension of Time for Completion:** The Consultant may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

8.14.1 Extra or additional work ordered.

8.14.2 The failure of the KMC to fulfil any of his obligations under the Contract,

8.14.3 Delay by any other Consultant engaged by the KMC.

8.14.4 Force Majeure.

8.14.5 The Consultant shall not be entitled to claim any extra cost if extension of time is given beyond the above reasons.

8.15 **Delay in Completion:** If the Consultant fails to complete the Works within the time for

completion by the Consultant, then the Consultant shall be liable to pay .01% of the Performance Security for each day of delay. The number of liquidated damages under this Contract shall not exceed total value of the Performance Security. In such case the Contract shall be terminated and all the Project components shall become the property of the KMC. The KMC shall within a reasonable time give the Consultant notice of his intentions for effecting the liquidated damages.

APPENDICES

request for proposal issued by or any agreement entered into with the Commissioner MCK or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. I/We declare that we are not a member of any other Applicant applying for Selection as a Applicant for this Project.

8. I/We agree to keep this offer valid for 60 (Sixty) days from the PDD specified in the RFP.

9. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal anddocuments is attached herewith in Form 4 of Appendix- 1.

10. In the event of my/our firm being selected as the Applicant, I/we agree to enter into an Agreement in accordance with the form 10 of Appendix- 1 of the RFP.

11. In the event of my/our firm being selected as the Applicant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the my/our firm shall be responsible for providing the agreed services to the Commissioner MCK.

12. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Commissioner MCK or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Work.

13. The Technical & Financial Proposal is being submitted offline by the registered/speed post to Commissioner Municipal Corporation, Saket Bhawan ITI Chowk Korba (C.G.) RFP and EOI can be downloaded from website **https://www.korbamunicipal.in** or **https://uad.cg.gov.in** Or form the municipal corporation office, this Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

14. I/ We offer a [Non Refundable] Bid Security / EMD of Rs. 5.00 lacs (Rupees Five lacs only) to the Commissioner MCK in accordance with the RFP Document.

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)(Name

and seal of the Applicant)

APPENDIX-I TECHNICAL PROPOSAL

Form-1- Letter of Proposal

(On Applicant's letter head)

Date and Referenc

To,
Commissioner ,
Municipal Corporation Korba,
Chhattisgarh

Sub: Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)

Dear Sir,

With reference to your RFP Document dated_____, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Applicant (the "**Applicant**") for_____Project.

1. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Commissioner MCK will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Applicant, and wecertify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Applicant for the aforesaid Project.
4. I/We shall make available to the Commissioner MCK any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Commissioner MCK to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:

   (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Commissioner MCK;

   (b) I/We do not have any conflict of interest in accordance with all the Clauses of the RFP & EOI Document;

   (c) 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 the RFP document, in respect of any tender or

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APPENDIX-I

Form-2- Particulars of the Applicant

INFORMATION OF CONSULTANTS

Applicant to provide this information:

1. Name of the consultant (in full) :
2. Name of the Company/Firm:
3. Registration no:
4. Address of Branch office (own):
5. Name and address principal/parent Company(if applicable):
6. Name of contact person:
7. Contact person's Designation:
8. Address:
9. Telephone:
10. email:

Nature of Assignment carried so far:

I.
II.
III.

(Signature of applicant)

(Including title and capacity in which application is made)

APPENDIX-I

Form-3 - DECLARATION OF NON-BLACKLISTING

(To be provided on the Company letter head)

Date: dd / mm / yyyy

To,
Executive Engineer
KORBA Municipal Corporation Office,
Chhattisgarh

Sub: Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

Ref: **RFP No. <<....>> dated << .....>>**

Dear Sir,

We confirm that our company or firm,---------- ,is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Thanking you,

Yours sincerely,
(Signature of the Applicant)
(Printed Name) Designation
Seal Date: Place:
Business Address:

APPENDIX-I

Form-4- Power of Attorney for signing the Proposal (On Appropriate Value of Stamp paper)

Know all men by these presents, We,_____(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms _____son/daughter/wife and presently residing at_____, who is presently employed with/ retained by us and holding the position of_____as our true and lawful attorney (hereinafter referred to as the "**Authorized Representative**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.) ("**Commissioner MCK**") including but not limited to signing and submission of all applications, proposalsand other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Commissioner MCK, representing us in all matters before the Commissioner MCK, signingand execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Commissioner MCK 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 till the entering into of the Agreement with the Commissioner MCK.

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

IN WITNESS WHEREOF WE,_____THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_____DAY OF _____, 20_____

For _____

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

_____

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

Notes:

1. 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.

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

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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APPENDIX-I

Form-5 Financial Capacity of the Applicant

(in Rs. crores)

Applicant	**(Name of the Applicant)**
Net Worth as on 31st March 2024	

Certificate from the Statutory Auditor

Name of the Audit firm:

Seal of the Audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

1. For Companies the Net Worth shall mean aggregate value of the paid-up share capital andall reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

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APPENDIX-I

Form-6 Technical Capacity of the Applicant

Name of Employer / Client	Name, Location, Brief Description, and date of commencement of work	Total value of works (₹. In Crore)	Status of Project Completed/ Ongoing	Status of Project in progress

Note:

1. Certificates from the Employers/ Clients/Other Supporting documents are to be attached inrespect of information furnished.

2. Attach additional information qualifying the above, if required.

APPENDIX-I

Form-7- Format of Contract Agreement

THIS CONTRACT AGREEMENT is entered into on this _____day of_____, 2024 at _____.

BETWEEN

1. **KORBA Municipal Corporation** represented by_____and having its office at _____(hereinafter referred to as "**KMC**" or the "**Commissioner MCK**" whichexpression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2. M/s_____a company/sole proprietorship firm, having its registered office at _____(the "**Consultant**" which expression shall unless repugnant to the subject or the context include its successors and permitted assigns and substitutes subject to the provisions of this Agreement) of the Other Part.

WHEREAS:

(A) The Commissioner MCK intends to appoint Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)

(B) The Commissioner MCK had invited EOI by its RFP Notice No.__dated_____(the "**Request for Proposal**" or "**RFP**") selection of firms/consultant/architects for providing architectural/ consultancy services for **FOR** Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.). ("**Assignment**")

(C) The Commissioner MCK had prescribed the technical and commercial terms and conditions in the RFP and invited EOI for undertaking the Project.

(D) After evaluation of the EOI received, the Commissioner MCK had accepted the bid of the ---------- (selected Applicant) and issued its letter of acceptance No..... dated ..... (hereinafter called the "**LOA**") to the ----------(selected Applicant) requiring, inter alia, the execution of this Contract Agreement within 15 (fifteen) days from the date of issue thereof.

(E) The Consultant has the required license / permits and has necessary capability to implementthe Assignment.

(F) The Commissioner MCK has agreed to the said request of the Consultant and has accordingly agreed to enter into this Contract Agreement with the Consultant for implementation of the Project subject to and on the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

The following documents shall constitute the Service Agreement: -

1. This Contract Agreement.
2. RFP Dated_____bearing Number _____
3. Letter of Award (LOA) issued to selected Consultant vide LOA No :_____, Dated :_____
4. Acceptance of LOA by the selected Consultant dated ____

Copies each of the "Contract Agreement" 'RFP', LOA, Acceptance of LOA, 'and Performance Bank Security (PBS) are annexed herewith and marked as Annexure - 'A', Annexure - 'B', Annexure - 'C', Annexure -'D and Annexure -'E' respectively.

All terms and conditions as mentioned in this Agreement and in the Annexures shall be binding on both the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate the place, day and year first above written.

SIGNED ON BEHALF OF COMMISSIONER MCK Signature: Name Designation:		SIGNED, SEALED AND DELIVERED Consultant by the hand of its authorized representatives Signature: Name Designation:

	In the presence of Witness:	
1		2
	Date:	
	Place:	

(Date and Reference)

To,

Commissioner
KORBA Municipal Corporation Office,
Chhattisgarh

Sub: Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)

I/We, ... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Applicant for providing architectural/ consultancy services **FOR INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT** at KORBA city, Chhattisgarh.

I/We agree that this offer shall remain valid for a period of 120 (one hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

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□END of RFP DOCUMENT□

Form-2 Financial Proposal(To be submitted Offline)

Subject: Request for engagement of consultant for Providing Architectural/Consultancy Services for **INFRASTRUCTURE WORKS RELATED TO AIR QUALITY IMPROVEMENT at KORBA city, Chhattisgarh.**

Sr.	Item	Quoted fees Rate (in %)	In Words
1	Selection of Consultant/Architectural Firm for providing Architectural/Consultancy Services for preparation of Detailed Project Report for various infrastructure/development works for air quality improvement & other related works at Municipal Corporation Korba Area's, Korba (C.G.)		

Note:

1. **Fee to be quoted in terms of percentage of Estimated Project Cost as mentionedin NIT and RFP document.**
2. No escalation on any account will be payable on the above amounts.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
4. The rate quoted above should include duties and any other levy attracted to the itemapplicable as of the last date of submission of the tender and including GST and all types of taxes.
5. In case of difference in Word and Numeric value, the figure quoted in words shall prevail forthe purpose of evaluation.

Yours faithfully,

(Signature of the Authorized signatory)
(Name and designation of the Authorized signatory)Name and
Seal of an Applicant
Place:

Date:

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