

**Request for Proposal for  
Empanelment of Architect Consultants for Development  
Works of District Planning Committee**

**1. Introduction :**

- 1.1 The District Planning Committee takes up various development works within Wardha District.
- 1.2 The District Planning Committee requires services of suitably qualified and registered Architects and consultants to provide comprehensive Architectural and Engineering Consultancy Services including preparation of plan , designs , interior designs , estimates of cost , tender documents etc for various development work in Wardha district.
- 1.3 In order to design, guide and oversee the implementation of the works taken up under this plan, a district level committee has been constituted under the Chairmanship of the Hon. District Collector, Wardha with CEO, Z.P., DFO Wardha, EE PWD Wardha, District Planning Officer as Member Secretary (the “Executive Committee”).
- 1.4 The Executive Committee invites expression of interest (EOI) from the reputed Architect & Consultants for taking up comprehensive Architectural and Engineering Consultancy Services including preparation of plan , designs , interior designs , estimates of cost , tender documents etc for various development work in Wardha district.
- 1.5 The EOI and a company documents downloaded from the website must be delivered by speed post/ courier/ E-mail, not later than 5.00 p.m. on 25/03/2017 in sealed envelope clearly labeled “Expression of Interest for Empanelment of Architect-Consultants ” to the address given below-

To,  
The District Planning Committee,  
District Collectorate, Civil lines ,  
Wardha. 442001.

- 1.6 Based on the selection process mentioned herein the Executive Committee shall appoint the selected architects for the architectural panel for the development of Wardha District.
- 1.7 The EOI proposals will form the basis of Empanelment of consultancy. This EOI does not entail any commitment on the part of Executive Committee either financial or otherwise.

#### **TERMS OF REFERENCE (tor) FOR EMPANELMENT OF ARCHITECT CONSULTANTS**

#### **2. General Terms and Conditions :**

- 2.1 The evaluation of the candidate is to be done on the basis of technical and financial proposal submitted by the candidates.
- 2.2 The remuneration quoted should not exceed 2% of the total cost of the work.
- 2.3 The EC will not be responsible for any delay in receiving the EOI proposals. The EOI documents submitted by the firms who are failing to provide requested information and DD against the cost of EOI document will be treated as non-responsive.
- 2.4 The EOI Proposals will form the basis for empanelment of architect/consultancy firms. This EOI does not entail any commitment on the part of EC either financial or otherwise.
- 2.5 The EC reserves the right to accept or reject any or all EOI proposals without incurring any obligation to inform affected applicants or the grounds.
- 2.6 The EOIs will be evaluated based on the information provided. Conditions regarding award of work is stipulated in TOR. The evaluation will be done according to the guidelines mentioned.

- 2.7 The selected architect or their associates shall not be eligible for the appointment as contractor, vendor, and supplier for any of the construction or supplies contracts related to the development work of Wardha District.
- 2.8 The candidate/Architect under the panel shall be removed at any time without giving notice to him if any doubt creates regarding his corrupted practice in case of doubt about his integrity.
- 2.9 The candidate selected as architect under the panel under this RFP shall be required to enter into an agreement with the Executive Committee.
- 2.10 The Executive Committee shall not be liable for any omission, mistake or error on the part of candidate Architect, and the Executive Committee shall not reimburse any cost in any manner whatever for the same.
- 2.11 A performance bank guarantee (the “performance security” of 4% of the total consultancy fee) shall have to be submitted by the selected candidate before signing of the contract. The performance security should be issued by a nationalized bank. The applicant should maintain the validity of the performance guarantee till the expiry of the contract.
- 2.12 The issue of this RFP does not imply that the Executive Committee is bound to select a candidate or to appoint the selected candidate, as the case may be, for the consultancy and the Executive Committee reserves its right to reject all or any of the proposals of architect without assigning any reason whatsoever.

### **3. Eligibility Criteria**

- 3.1 The candidate should have satisfactorily completed at least two works of similar nature preferably in Government, Semi Government, PSU or Large private sector companies in last five years or should have work atleast 10 crore as per official record submitted for audit.
- 3.2 Should have adequate technical manpower.

#### 4. Submission of proposal :

4.1 The proposal from the candidate shall consist of the following two parts under separate sealed envelopes.

- i. Technical proposal
- ii. Financial proposal

The two envelopes shall be put in an outer envelope, marked as Expression of Interest for empanelment of Architect-Consultants and sealed.

4.2 The proposal shall be submitted in the prescribed format as prescribed in **Annexure-II** of this RFP duly signed by authorized signatory, stamped and sealed.

4.3 The technical proposal shall consist of the following -

- i. A short note on the candidate's appreciation of the project and the term of assignment under this RFP. This shall not normally exceed two pages.

An approach and methodology for the assignment in respect of "Bor Tourist Development Plan" for development of Wardha District.

- a. Respective design for all components of "Bor Tourist Development plan".
- b. Conceptual layout plan .
- c. Movement/Circulation plan
- d. Traffic Planning and Parking layouts
- e. Water Supply and Sanitation
- f. Provisions of other services
- g. Other details as deemed fit by other candidates.
- h. A brief note on the highlight of the approach, silent features proposed measure material, environment friendliness and how the design is a symbol of Bor tourist place and other development point.
- i. Proposed cost and measures for cost effective and eco-friendly tourism.

Two soft copies of layouts and plans in a CD should be presentable and various components should be suitably marked and it should be submitted along with the technical proposal.

4.4 The following details are to be submitted by the individual along with the application –

- i. Name and address of the firm / individual along with registration number.
- ii. List of projects/Buildings for Central/State Government, Central/State P.S.U's Central/State Local Bodies, autonomous bodies and large Private Sector companies handled during the last five (5) years indicating quantum, cost and scope of work.
- iii. Organization chart / list of technical professional with biodata of each professional member.
- iv. Details of infrastructure .
- v. Name of institutions Empanelled with.
- vi. Turnover details with copy of audited balance sheet for the last three financial years.
- vii. Details of current works in hand including their cost.
- viii. Valid income tax / service tax clearance certificates issued by income tax department.

4.5 The applicant will be required to make presentation on the technical proposal to the Executive Committee. The presentation should not be different from the Technical Proposal.

4.6 The Financial proposal should be in the prescribed format only as included in **Annexure-III** of this RFP. The payment to the project consultant shall be made as per the financial proposal submitted, with adjustments post negotiation as required. The proposal should be submitted only in hard copy.

5. **Opening and evaluation of proposal :-**

5.1 The envelope containing technical and financial proposal shall be evaluated tentatively at the time and date as prescribed in para-6.

The financial proposal shall be opened at later date after evaluation of technical proposal.

- 5.2 The proposal of the applicant will be evaluated and short listed to see whether each candidate (a) Meets all the eligibility criteria (b) contains all the documents required to be furnished. (c) Has been properly signed by the authorized signatory.
- 5.3 Only those proposal crossing a benchmark of 60% in technical proposal will qualify for financial bid.
- 5.4 The candidate would liable to disqualify if he has made any false representation or misleading or not properly completing contract, litigious background and financial failure.
- 5.5 The technical committee shall review a proposal and presentation of the eligible candidates.
- 5.6 After opening of the financial proposals of the applicants, the lowest financial proposal amongst all shall be given a financial score of 100 marks and the L-1 will be the base rate for all other selected panelist who wish to work.
- 5.7 The Executive Committee reserve the right to award whole of the work or part thereof to any other short listed candidate as it may deemed fit.
- 5.8 The selected applicant at the end of the evaluation process may be called for negotiations.
- 5.9 In case of successful conclusions of the negotiations, the Executive Committee will confirm to the selected candidate his selection as the architecture of the panel through a letter of award (the LOA)
- 5.10 The ownership of the proposals of the candidates shall lie with the Executive Committee.

## **6. Earnest Money Deposit**

6.1 Candidate has to submit the Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of "Collector, Wardha, payable at Wardha drawn on any Nationalized/Scheduled Bank. The EMD must be submitted along with the proposal on or before the date of proposal submission as specified in Detailed Schedule. The EMD of the unsuccessful candidate will be returned within a period of 30 days from the date of signing the agreement with the successful candidate.

## **7. Scope of work for the Architectural Panel :**

The scope of work shall be –

- i. Carrying out field survey of the project site- the field survey would consist of plane table survey contour mapping , soil investigation for determining bearing capacity of soil , type of foundation to be used
- ii. Preparation of preliminary drawing , modifying as per EC's instructions and then submitting the final Architectural & Structural Working Drawing, Water Supply, Sanitary Electrical and Mechanical drawings in 6 sets (no charges will be paid for additional sets if required) including complete working drawings , preparation of estimates and tender documents and extending help in finalization of tenders etc.
- iii. Preparation of detailed project report after considering all the views with regard to particular project given by EC. Specially site development, boundary wall, drive way, landscaping drawings.
- iv. Preparation of detailed architectural plan for each project.
- v. Detailed estimates for all the above works.
- vi. Preparation of estimates and implementation schedule for the execution of the project and

- vii. Interiors designs and estimates for interior works.
- viii. Suggest methodology for involvement of local population, and for resettlement and rehabilitation of families displaced by development plan.
- ix. Suggest administrative frame work for efficient management of the development plan.
- x. Helping and obtaining statutory approval wherever required.
- xi. Helping in execution of the agreement.
- xii. The project consultant/selected architect shall help the Executive Committee in preparation of reports, replies and clarification required for seeking administrative approval under the DPR.
- xiii. The architecture consultant shall prepare required tender document for award of work based on the project plans of contractor.
- xiv. The DPR shall take into consideration.

**8. Annexure to the Tender**

Annexure-I Format of covering letter for technical proposal :

Annexure-II Technical Proposal

Part-B Submission as part of technical proposal

Annexure-III Format of financial proposal

Annexure-IV Draft contract

Annexure-V Format of Bank Guarantee for performance security.



Annexure I. Format of covering letter for Technical Proposal  
(To be part of Technical Proposal submitted by Applicant – submitted on  
letter head of Applicant / Lead Member of Applicant Consortium)

To,

The Executive Committee

Development Work of District Planning Committee

Wardha

Dear Sir,

1. I/We, the undersigned, offer to provide the consulting services for Development Work of District Planning Committee in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
2. I/We have gone through all the provisions of the RFP in detail and have understood the content and have no reservations to the RFP document.
3. I/We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Executive Committee or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy under this RFP.
4. I/We confirm that all information provided in the Proposal, including the attachments, is true and correct.
5. I/We shall make available to the Executive Committee any additional information it may deem necessary or require supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may

receive nor to select the Project Consultant, without incurring any liability to the Applicants.

8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
9. I/We confirm that I/we have not been disqualified by any other Government agency or by a Court of Law or are otherwise not disqualified to submit our proposal under this RFP.
10. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached to this letter. { Powers of Attorney in favour of the Lead Member from the other members of the consortium is also attached to this letter.1 }
11. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application, which shall be binding on us, including as subject to negotiations.
12. In the event of my/our firm/ consortium being selected as the Project Consultant, I/we agree to enter into a Contract in accordance with the form as part C of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
13. I/We accept that the Applicant {and other Member of the Applicant's consortium} agree to limit the Applicant's role only to that of a consultant/ adviser to the Development Work of District Planning Committee and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document. Our Proposal is unconditional and unqualified.

Yours faithfully,

Signature of Authorised Signatory

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Name & designation of authorized signatory :

Name of Firm :

Address :

Date :

Stamp of Firm

Attached : Power of Attorney to Authorised Signatory ; Power(s) of  
Attorney in favour of Lead Member (if applicable)

Annexure II. Technical Proposal

Part A - Particulars of the Applicant

(To be on letter head of Applicant / Lead Member & signed by Authorised signatory)

Nature of Applicant	Sole / Consortium
<p>Name of Sole Firm / Lead Member</p> <p>Name of other members of Consortium</p>	
<p>Details of Sole Firm / Lead Member &amp; Members of Consortium (separately for all other Members of the Consortium)</p> <ul style="list-style-type: none"> <li>• Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</li> <li>• Country of incorporation:</li> <li>• Registered address:</li> <li>• Year of Incorporation:</li> <li>• Year of commencement of business:</li> <li>• Principal place of business:</li> <li>• Brief description of the architect /Company including details of its main lines of business</li> <li>• Name &amp; Designation of Authorised signatory</li> <li>• Address, Phone number, Email-id of Authorised</li> </ul>	

<p>signatory</p>	
<p>(i) In case of non Indian Firm, does the Firm have business presence in India?</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government of Maharashtra or any of its agencies in in the last five years?</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p>Note: (1)If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p> <p>(2) Only those proposal which crossing a benchmark of 60% in technical proposal will qualify for financial bid</p>	<p>Yes/No If so, provide the office address(es) in India.</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
<p>Signature of Authorised Signatory Stamp of Sole Applicant / Lead Member of Consortium</p>	

Part B- Submissions as part of Technical Proposal for Bor Tourism Development Committee

( As per provisions of para 4.3 of the RFP)

1.
  - i. Short note on Applicant's appreciation of the Project
  - ii. Approach & Methodology
  - iii. Design, layouts & other submissions for Bor Tourism Development Work.
  - iv. List of key personnel proposed, along with attachment. In case of change over the EOI submitted, the same should be highlighted with CV of replaced personnel and other documents as required by this RFP. The list of key personnel should highlight the following for each key personnel :
    - a. Name
    - b. Age
    - c. Proposed role in Consulting Team
    - d. Educational & Professional Qualification
    - e. Years of professional experience
    - f. Experience in brief
  - v. Power of Attorney for the Authorised Signatory
  - vi. In case of consortium, Power of Attorney in favour of the Lead Member

Note : All pages to be initialed and stamped by Authorised Signatory

The Technical Proposal, including the covering letter, should be properly bound together.
2. Name of Government, Corporation/Department empanelled with.
3. Turnover Details with copy of audited balance sheet for the last 3 financial years.
4. Details of current works in hand including their cost.
5. Valid income tax/service tax clearance certificate.
6. Details of infrastructure work executed/in progress.

Annexure III : Format of Financial Proposal  
(To be submitted in separate sealed envelope, submitted on letter head of  
Applicant / Lead Member of Applicant Consortium)

To,

The Executive Committee

Development Work of District Planning Committee Wardha

Dear Sir,

I/We, the undersigned, offer to provide the consulting services for  
Development Work of District Planning Committee in accordance with your  
Request for Proposal (RFP) dated [Insert Date] and our Proposal.

Our quote for Total Consultancy Fee is \_\_\_\_\_%  
( \_\_\_\_\_ )  
in words) of the Total Development Cost as per this RFP. The quote is  
exclusive of Service Tax.

We hereby submit our Financial Proposal.

Yours faithfully,

Signature of Authorised Signatory

Name & designation of authorized signatory :

Name of Firm :

Address :

Date :

Stamp of Firm

Annexure IV. Draft Contract

Section 1 : Form of Draft Contract which will executed if selected

Contract for

Architectural Consultancy cum Project Management Consultancy

for Development Work of District Planning Committee

This Contract is made on \_\_(insert date)\_\_ between

\_\_\_\_\_ ( hereinafter referred to as the “Executive Committee” or  
“Employer”) as the Client

And

\_\_\_\_\_ (hereinafter referred to as the “Project Consultant”) as the  
Consultant

Whereas :

- A. the Employer has selected the Consultant to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”); and
- B. the Consultant, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall comprise of the following documents:

- Section 1 Form of Contract
- Section 2 General Conditions
- Section 3 Terms of Reference
- Section 4 Terms of Payment



- Section 5 Minutes of Contract Negotiation Meeting
- Appendix A: Indicative list of sites / monuments
- Appendix B: Project Consultants' Key Personnel
- Appendix C : Copy of Financial Proposal submitted at RFP stage
- Appendix D: Copy of Letter of Award
- Appendix E: Copy of letter of acceptance
- Appendix F: Copy of Bank Guarantee for Performance Security
- Appendix-G: Minutes of the pre-bid meeting (if any)

This Contract constitutes the entire agreement between the Parties in respect of the Project Consultant's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 4.

2. The mutual rights and obligations of the Employer and the Project Consultant shall be as set forth in the Contract; in particular
  - a.) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - b.) Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

3. Commencement and Duration of the Services

The Project Consultant shall start the Services on \_\_\_[please insert date] ("the Start Date") and shall complete them by \_\_\_2[please insert date] ("the End Date") unless this Contract is extended or is terminated earlier in accordance with its terms and conditions.

4. Time is of essence

Time shall be of the essence as regards the performance by the Project Consultant of its obligations under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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<p>For &amp; behalf of the Client</p> <p>Signature :  Name :  Designation :</p> <p>Date:  Place :</p>	<p>For &amp; behalf of the Project Consultant</p> <p>Signature :  Name :  Designation :</p> <p>Date:  Place :</p>
<p>Witness on behalf of the Client</p> <p>1. _____  2. _____</p>	<p>Witness on behalf of the Project Consultant</p> <p>1. _____  2. _____</p>

## Annexure V. Format of Bank Guarantee for Performance Security

Ref No

Date :

To

The Executive Committee

Development Work of District Planning Committee

Wardha

Dear Sir/Madam,

In consideration of The Executive Committee, Development Work of District Planning Committee (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the Project Consultant, resulting in a Contract valued at \_\_\_\_\_ for (name of the project) \_\_\_\_\_ (hereinafter called the "Contract") and the Consultant having agreed to furnish a Bank Guarantee to the Employer against the release of retention money as stipulated by the Employer in the said contract for accuracy of the services performed amounting to Rs. \_\_\_\_\_ (in words and figures).

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all amount payable by the Consultant to the extent of \_\_\_\_\_ as aforesaid at any time upto \_\_\_\_\_ @ \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the

liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Project Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force upto and including \_\_\_\_\_ @ \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2010 at \_\_\_\_\_

WITNESS

\_\_\_\_\_

(signature) (signature)

\_\_\_\_\_

(Name) \_\_\_\_\_ (Name) \_\_\_\_\_

\_\_\_\_\_

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out whichever is not applicable.

@ The date will be twenty four months after the date of commencement of services. However its validity should be extendable if requested by Employer

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the "Bank Guarantee".

Note 2: The Bank Guarantee will be accepted which is issued by any Indian Nationalised Bank