Request For Proposal (RFP)

FOR

Consulting Services for preparation of Detailed Project Report for Development of Botanical Garden in Bathinda (Punjab)

MUNICIPAL CORPORATION, BATHINDA, RAILWAY ROAD, BATHINDA-151001

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MUNICIPAL CORPORATION BATHINDA, LOCAL GOVT. PUNJAB, DEPTT, PUNJAB

NOTICE INVITING E-TENDERS

eproc.punjab.gov.in E-tender No MCB/2023-24/003

MCB invites E-tender from the reputed Architectural & Engineering Consultancy Firms for the following works:

Name of the work	EMD (Rs.)	Date of start of downloading E-Tender document	Pre-Bid Meeting	Last Date & time for submission of Techno- Commercial bids	Date & time for opening of Technical bids
Consulting Services for preparation of Detailed Project Report for Development of Botanical Garden in Bathinda (Punjab).	50,000/-	10.05.2023	22.05.2023 at 12:30 PM	01.06.2023 upto 04:00 PM	02.06.2023 at 11:00 AM

Bid Document Fees	Non-refundable Tender Document fee Rs. 5,000/- through on-line
E-Processing Fee	Non-refundable e-processing fee as per Govt. norms through on-line
Earnest Money	Earnest Money as mentioned shall be deposited through on-line mode only
Deposit	as memoried shall be deposited through on-line mode only

- Eligibility criteria and other terms & conditions for the work are given in the Tender Document which can be downloaded from e-procurement-portal of Punjab Government.
- 2. Bidders shall have to get themselves registered with e-procurement-portal of Punjab Government https://eproc.punjab.gov.in/.
- 3. Digital Signature, mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering process flow, please contact 0172-2970263, 0172-2970284.
- 4. For any other queries or clarifications, may please contact MCB at 0164-2252811 or 97800-42146.

Corporation Engineer Municipal Corporation, Bathinda

2. BASIC DETAILS

Sr. No.	Particulars	Details
1	E-Tender no.	
_	t render 110.	E-tender No MCB/2023-24/003
2	Work Description	Procurement of Design Consultancy and Engineering Consulting Services for Detailed Project Report for Development of Botanical Garden in Bathinda, Punjab.
3	Time Period for Assigned Work	2 Month from the date of issue of work order for Design Component and further for Consultancy Services during Construction.
4	E-Tender Document Cost	Rs. 5,000/- (inclusive of GST) in the form of Demand Draft, drawn in favor of Punjab Energy Development Agency, Payable at Chandigarh.
5	Site Area	About 7.5 Acres
6	Location of Site	Near Rose Garden, Bathinda
7	Amount of Earnest money	EMD of Rs 50,000/- through online portal
8	Date of start of downloading E-Tender document	10.05.2023 from 11:00 AM
9	Last Date & Time for submission of e-bids on the portal	01.06.2023 upto 4:00 PM
10	Date & Time for Opening of Technical e-bids	02.06.2023 at 11:00 AM
11	Pre-Bid Meeting	22.05.2023 at 11:00 AM
12	Validity of offer	90 Days

3. BACKGROUND

This Botanical Garden in Bathinda (Punjab) will be a World Class Botanical Garden. The Municipal Corporation, Bathinda (Punjab) which aspires to achieve international standard with state-of-the-art infrastructure, primarily for conservation of rare, threatened and endangered plants. The Botanical Garden would serve as a focal point for conservation of natural eco-systems biospheres, and environmental education, research, recreation for lovers, nature environmental governance and management.

The location selected for Botanical Garden has an area of about 7 acres within the Bathinda (Punjab), Near Rose Garden. A site map of the proposed site is enclosed (Attachment 1).

This Botanical Garden would serve the following objectives:

- Enable the citizens to study the nature, understand and enjoy it in the context of a modern botanical garden.
- Promote sustainable use of the biodiversity resources in general and plant species in particular.
- Conserve rare and endangered flora of the north west region of India.

Preparation of Detailed Project Report (DPR) for the 7.5 acres land (Approx) available with Municipal Corporation Bathinda (Punjab), near Rose Garden for the development of Botanical Garden and other infrastructures including detailed design and drawings, implementation plan, bid documents, etc.

4. Expected outcome of the Botanical Garden

The proposed Botanical Garden aims to create a repository of plants from diverse habitats and generate public awareness regarding conservation, provide research cum recreational center for nature lovers and offer research facilities. The underlying key goals are:

Conservation of natural eco-systems and biospheres

- Conservation and enrichment of natural ecosystems
- Ex-situ plant species conservation
- Conservation of natural historic memory of the site and the related oriental history
- Conservation of the natural resources

Sustainable education for Development

- Create general environmental awareness and environmental education for citizens
- Impart training for sustainable gardening, horticulture, floriculture, urban agriculture and urban forestry
- Demonstrate sustainable technologies within the Botanical Garden
- Propagation of plant species with economic potential for the regional, national and international clients and markets
- Propagation of plants, development and dissemination of cultivation methods with specific interest for environmental management and sustainable development

Recreation

- Creation of a unique urban park with a combination of scenic natural settings, scientific and practical education and training, sites, facilities and recreational options for domestic and international tourists

5. **OBJECTIVE**

The objective of this assignment is to:

- To prepare Master Plan of entire land parcel of 7.5 acres.
- To prepare a Detailed Project Report for proposals finalized for 7.5 acres for the development of Botanical Garden consisting of all designs, considering technical, financial, environmental, social, institutional, regulatory and legal framework.

SCOPE OF WORK

The Scope of this assignment includes but not limited to:

Design Components:

- Cactii Garden
- Citrus Garden
- Butterfly Dome
- Glass House
- Nursery
- Detailed topographical survey (10m * 10 m grid) of the site in the immediate vicinity of and as required for creation of botanical garden to a scale and contour interval as decided. The survey shall include all necessary data related to the existing public utility services, lines of streets and pavements, building lines, adjoining properties, restrictions, and boundaries.
- 2 Conduct soil test, hydro-geological survey and such other tests required to provide essential design data from sub-soil conditions. The Consultant shall interpret the soil investigations report and design the appropriate type of foundation for plant development.
- 3 Prepare inventory (baseline) information relating to the existing flora, fauna in the project area.
- 4 Besides topographical survey and soil test, all required data shall be collected to design and create a botanical garden with all support facilities like light, water supply and sewer arrangements, storm water drains, development of ground water source including rain water harvesting, landscaping, electrical distribution network with back up supply, waste management (including composting for manure) etc.
- 5 Furnish a site evaluation and analysis report with basic approach to create a botanical garden and its related activity services including interaction and external linkages.
- 6 Prepare detailed designs, construction drawings (structural,

architectural, urban landscaping, etc.,) and study model with reference to requirement definitions and prepare detailed estimates of cost as per Punjab PWD latest Schedule of Rates (CSR). In case CSR for a particular item is not available, then the consultants have to obtain at least three market quotations.

- 7 Prepare drawings etc., necessary for submission to statutory bodies for obtaining approval / licences. The client will make necessary applications.
- 8 Preparation of detailed Botanical Garden design specifications, estimates at market rates of or such of those items of work where Government rates or standard data are not available. Tender documents shall be as per Punjab Government norms.
- 9 The Consultant shall provide rate analysis for all items of work which will be subject to scrutiny by the Client. The services will include proposed architectural and botanical detailed designs which would include lay out of internal roads, parking, landscaping signages and integrated botanical garden management system. Prepare bid documents including preparation of pre-qualification criteria for identifying Contractors for works and submit to the Client.
- 10 Prepare and submit complete working drawings and details sufficient for proper execution of works during construction. All the drawings and reports are to be furnished in both soft and hard copies, duly attested and Bill of Quantities.
- 11 The design should be in accordance with the standards prescribed by Botanic Garden Conservation International (BGCI), UK and National Botanical Research Institute, Lucknow, UP (NBGRI).
- 12 The above works shall result in designs not restricting to the following-:
 - (i) City interface along the site and accommodating among others, the following activities;
 - Botanical Park
 - Parking

- Nature trail, with two lanes i.e. walking inside the Botanic Garden and running/jogging in the periphery area.
- (ii) Corridor or Artery, a non-public pathway to park vehicles and load/unload materials. Functions envisaged to be developed along this corridor/artery include:
- Butterfly Park
- Public facilities
- (iii)Botanical Garden, with specific design features. facilities may include;
- A small arboretum for rare and endangered flora of North West India.
- Herbal Garden
- Pollinator Garden
- Aroma Garden
- Zodiac Garden
- Rock Garden etc.
- Herbarium
- Apiculture
- A green house, Mist Chamber for propagation of seedlings / cuttings
- Signages indicating the botanical name and family of the tree or plant
- Small natural playgrounds like labyrinths
- Ancillary facilities for public use
- An office building for administrative purposes
- (iv) Consultant to design a logo, signages/information board designs, touch screen information kiosk, digital display to highlight the significant features of the park
 - Technical facilities such as plant room, electric substation, stores, electric power back-up-system, fire hydrant etc.
 - o Gate complex for stipulating entry and exit.
 - o Information booths.
 - o Public Convenience.
 - o Security office and booths for security arrangements.
 - o Storage complex for custom storage and handling etc.
 - o Fire safety arrangements.
 - Locker facilities.
 - o Others requirements etc.,

- The structural designs shall be duly certified by a qualified structural engineer.
- 13 Upon Client's approval/statutory approval and preparation of working drawings, detailed technical & other specifications and schedule / bill of quantities, detailed cost estimate(s), tender documents, contract documents, notice inviting tender(s) and all other documents which are necessary during tendering and preparatory stage.
- 14 The Consultant shall make any necessary revisions as may be required by the Client in the drawings based on the comments before approval of the Final DPR and bid documents.
- 15 Wherever possible, consultant to use natural, green, locally available materials for developing the garden. The consultant shall adopt differently abled friendly features in the proposals. (Tactile paving/tiles, ramps to access the key features, toilets etc.)
- 16 Stakeholder Consultations: The consultant has to conduct stakeholder consultations at their own cost and prepare a dissemination report and disclosure report.
- 17 Structural Report with authorized structural engineer certification with seal, sign and date in the drawings by the consultants for any proposed structure.
- 18 The bidder would review, inspect and monitor all construction works.
- 19 Consultant will facilitate procurement of proposed plants and related flora.
- 20 Consultant will certify about provided plant species are as per DPR.
- 21 Determine the Project Facilities Completion Schedule including works and activity schedule for the Contractor.
- 22 Recommend for issuance of Completion Certificate.
- 23 Cross verification of the RA Bills/payments.

- 24 Propose changes in design, if any required with impact on project cost, schedule and certification.
- 25 Submit monthly progress reports & Comments on the quality of work & execution
- 26 Review the Quality Assurance Plan submitted by the Contractor and submit report within 14 days
- 27 Review the Work Methodology
- 28 Ascertain the Defects & Liabilities of the Contractor
- 29 Operation & Maintenance manual of the Botanical Garden ensuring highest survival rate.
- 30 Consultant may be engaged by MCB at a later date to work on the Botanical Garden for O&M at mutually agreed rates.

ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder shall provide sufficient documentary evidences to satisfy the following conditions:

- 1) The bidder should be Landscape Architectural Consultancy firm.
- The bidder should be a firm or company registered under Indian Companies Act.
- 3) Joint Ventures/ Consortium are not eligible to apply.
- 4) The bidder must be in operation for a minimum period of 5 years.
- The bidder should have been registered with Council of Architecture (COA) of India.
- 6) The bidder should have at least five (5) years of work experience in the same field of architectural planning, detailed design and providing Consultancy Services for Landscaping.
- Bidder must have completed or ongoing at least 3 projects related to Landscaping having total worth value of projects amounting to Rs. 1 Crores.
- 8) Bidder must have a turnover of at least Rs. 25 lakhs every year during last three financial years i.e., F.Y 2020-21, 2021-22, 2022-23.

- 9) Bidder must be in profit in any one of the last 3 financial years.
- 10) The bidder should nominate at least 1 Team Lead having more than7 years of experience working in the field of Landscaping.
- 11) The team should be full time available at MCB's discretion till the completion of the work. No change in team member is permitted without the permission of MCB.
- 12) Not be involved in any major litigation that may have an impact affecting or compromising the delivery of services as required.
- 13) Not be black-listed by any Central / State Government / Institution / Public Sector Undertaking in India.

The bidder's role & responsibilities will include but not limited to:

- I. The bidders are required to confirm that the Similar Works / Projects completed during the last 05 years have been executed by them independently and not got executed through another bidder on back to-back basis.
- II. The Completion Certificates for satisfactorily completed Similar Works/ Projects should be issued by an Officer/ Authority not below the rank of Executive Engineer or equivalent. The certificate should include the value of the project stating cost of overall project with details, year of completion and time over-run if any.
- III. The bidder must be registered under GST Act as per applicable law and submit the details with income tax registration.
- IV. Any additional work may not be mentioned in DNIT required to be completed by bidder for successful completion of work subject to the satisfaction of MCB.
 - V. The bidder has to complete the entire design work of proposed building along with approval of building plans from concerned authority having jurisdiction shall not exceed duration of 2 months from the date of issue of work order subject to the satisfaction of MCB.

8. DOCUMENTS TO BE ENCLOSED

The following documents should be attached with Technical Proposal:

- a. Registration/incorporation certificate.
- b. List of projects undertaken for last five years as a proof of experience certificate.

- c. Work orders awarded to the bidder by Center/ State Govt./public Sector any other organization to be attached.
- Income tax returns certificates for last three years along with PAN card.
- e. Audited balance sheets of last three financial years i.e., F.Y. 2020-21, 2021-22, 2022-23.
- f. CVs of the Architects, Engineers & Consultants along with education qualification certificate & experience certificates and along with Credentials Certificates too.
- g. GST Certificate to be attached.
- h. Undertaking for declaration for not being involved in any major litigation that may have an impact affecting or compromising the delivery of services as required.
 - i. Undertaking for declaration for not being black-listed by any Central / State Government / Public Sector Undertaking in India.

9. KEY PROFESSIONALS

The following key professionals are to be engaged by the Firm along with required technical, managerial and support staff. It is expected that Firm will employ qualified and experienced professionals to carry out the entire scope of work.

S.N.	Specialization	Nos	Requirements
1	Landscape Architect (Team Leader)	1	Masters in Architecture with not less than 15 years experience in the planning, designing and implementation of similar projects
2	Botanist	1	Masters in Botany with Ph.D. and not less than 10 years experience in design and maintenance of parks and gardens
3.	Structural Engineer	1	Masters in civil /structural Engineering with minimum 10 year experience in preparation of DPR and design of civil engineering structures.
4	Horticulture Supervisor	1	Bachelor in Agriculture with Horticulture as main subject

10. PAYMENT TERMS

The Project entails a fixed Design Award (Rs5 Lacs) and subsequent Engineering Consultancy Service Charges as under:

- A. Design Award: Rs5 Lac to the selected Bidder
- B. Engineering Consultancy Services: 5% of the Total Project Cost

The Component-wise payment structure is as follows:

Sr.	Activity/ Deliverable	Elapsed time	Fees Payable
No.			Payable
Α.	Design Component		
1	After ascertaining requirements, preparation and submission of conceptual scheme of the Botanical Garden and all drawings required for approvals including all external and internal services drawings along with preliminary cost estimates of the project to the satisfaction of Competent Authority.	30 Days from date of signing of the Agreement	30% of the Design Fee
2	Preparation & Submission of Detailed design, calculations, proof checking report, tender Drawings, specification, detailed estimates, B.O.Q, Tender Document etc. External & Internal systems and services for approval by the agency.	15 days from the Date of approval of above Milestone-1	25% of the Fee
3	On submission of complete sets of working drawings sufficient for commencement of work for the building, internal and external services with all the details required for execution of the works and their approval by the agency.	15 days from the Date of approval of above Milestone-2	25% of the Fee
4	On Completion of Project	, -	20% of the Fee
В.	Engineering Consultancy Services		
1	Engineering Consultancy Services during construction phase	RA Bills & Final Bill as & when Certified Bill is presented by the Engineer& approved by Competent Authority	3% of each Bill amount

2	Upon satisfactory Completion		Balance 2%
	Completion	On certification of	Dulailo
		Botanical Garden	of Gross Bill
		Completion as per	Contractor
		DPR by Competent	Contractor
		Authority	

11. FEES:

- a. All bids must be accompanied by a non-refundable Bid Document Fee (BDF) of Rs. 5,000/- (Rupees Five Thousand Only) and refundable Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only)
- Earnest Money and Processing fee shall be deposited online through IPG / RTGS mode (Internet Payment Gateway) only, failing which the E-tender will be rejected.
- c. No exemption whatsoever of any kind will be allowed to any bidder in respect of Earnest Money Deposit.
- d. Proposals not accompanied by BDF and EMD shall be rejected as non-responsive.
- e. No interest shall be payable by MCB on EMD
- f. No relaxation shall be claimed for BDF or EMD
- g. The EMD of the unsuccessful bidders would be returned back.
- h. The EMD of the successful bidder will be released after submission of Performance Bank Guarantee within 15 days from the date of issue of work order.
- i. The EMD shall be forfeited by MCB in the following events:
 - i. If the bidder withdraws its proposal.
 - ii. If the bidder does not complete the assigned work to the satisfaction of MCB.

12. PERFORMANCE GUARANTEE

The bidder shall bound to submit a bank guarantee of Rs1 Lacs (Rupees One Lac Only) valid for a period of 15 months within 15 days from the date of issue of work order. The Performance guarantee shall be released after 3 months of successful completion of work to the satisfaction of MCB.

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Chandigarh shall have exclusive jurisdiction. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms

as against the Guarantor Bank in the manner provided herein. This Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank. This Bank Guarantee shall be a primary obligation of the Guarantor Bank and accordingly MCB shall not be obliged before enforcing this Bank Guarantee to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by MCB or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

MCB shall be entitled to encash the performance bank guarantee submitted by the bidder or part thereof in order to impose penalty upon the bidder for non-fulfillment any of the obligations provided under the tender.

13. INSTRUCTIONS TO BIDDERS

The proposals should be submitted online in requisite formats on https://eproc.punjab.gov.in/ along with required documents.

Technical Proposal should include a covering letter as per **Annexure-I**, **II** & **III** and should include names & CVs of experienced professionals and Experience Certificates of Completed works associated with the bidder along with their copy of registration certificate.

It should also include documents related to minimum eligibility criteria as per the Tender requirements of bidder.

The bids should be submitted online at eproc.punjab.gov.in

- Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether required process fee has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- Proposals not conforming to such preliminary requirements will be prima facie rejected.
- The proposals would be evaluated on the basis of the pre-qualification criteria and bidder's prior experience in the areas mentioned above.
 However, MCB in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the E-tender

submitted by the respondents. Financial Bids of only those companies who will qualify technically will be opened & evaluated.

- The proposal shall include all costs related to the work including travel, boarding, lodging, manpower cost those stated in the scope of work.
- The decision of MCB shall be binding upon all the bidders.

PREPARATION OF BID

- a. The bidder is advised to visit the various departments & technicians at his own expenses and obtain all information that may be necessary for preparing the proposals.
- b. Each bidder shall submit only one bid. Companies shall not contact other companies on matters relating to this tender.
- c. The bid shall comprise of two bids, i.e., the Technical Bid and the Financial Bid. Both bids shall be submitted online simultaneously.

15. EVALUATION OF BIDS

Upon receiving bids from the prospective companies, firstly the technical ebids submitted by the prospective companies shall be evaluated by the etender evaluation committee. Consequently, only that bidder who gets maximum marks during evaluation on the given parameters of this document (Cl. 25) by e-tender evaluation committee shall be get the Award.

16. CONFLICT OF INTEREST

- a. MCB requires that the bidder should provide professional, objective, and impartial advice and at all times hold the MCB interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- b. The bidder shall not receive any remuneration in connection with the assignment except as provided in the work contract.
- c. The bidder shall not be engaged for any assignment that may place them in a position of being unable to carry out the assignment in the best interest of MCB.

17. VALIDITY OF PROPOSALS

Proposals shall remain valid for a period of 90 days from the date of opening of technical bid. A proposal valid for shorter period may be rejected as non-responsive.

18. TIMELINES

The bidder shall be engaged for design, construction supervision & completion of proposed building. The design part is required to be completed within 2 months from the date of issue of work order for completion of project and handover to MCB to the satisfaction.

19. RIGHTS OF MCB

MCB reserves the right to accept or reject any proposal, and to accept the process and reject all proposals at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

20. CLARIFICATIONS & AMENDMENTS

- a. During technical evaluation of the proposals, MCB may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by MCB.
- b. At any time prior to the last date for receipt of bids, MCB, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective respondent, modify the E-tender document by an amendment. In order to provide prospective respondent reasonable time in which to take the amendment into account in preparing their bids, MCB may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in e-tender and/or cancel the E-tender.
- c. The amendments shall be notified through MCB's website and such amendments shall be binding on them.

21. PENALTY FOR DELAYS

- a. The time allowed for carrying out the work as per the work order shall be strictly observed by the bidder and shall be reckoned from the date on which the order to commence work is given to the bidder.
- b. The work shall throughout the stipulated period of the contract period be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the bidder.
- c. Work order shall be cancelled if bidder fails to complete the work within the stipulated time period.

d. Failure to complete the work within the stipulated time period i.e., 2 months for complete designing of building and submission of related drawings except force majeure, the bidder shall be liable for penalty @2% of the total work order value for every week of delay or part therefore subject to the maximum of 10% of project work order value for the project, except for delays on account of force majeure events.

22. FORCE MAJEURE

The bidder hereto shall be wholly or partially prevented from performing any of its obligations under this Agreement by reason of or on account of lightning, earthquake, fire, floods, invasion, insurrection, rebellion, mutiny, civil unrest, riot, epidemics, explosion, the order of any court, judge or civil authority, change in applicable law, war, any act of God or public enemy or any other similar cause or reason reasonably beyond its control and not attributable to any negligent or intentional act, error or omission, then bidder shall be excused of its obligations/ liabilities under this agreement and shall not be liable for any damage, sanction or loss resulting there from to the MCB.

The bidder invoking this clause shall satisfy the MCB of the existence of any Force Majeure event and give written notice within seven (7) days of the occurrence of such Force Majeure event and also take all reasonable and possible steps to eliminate, mitigate or overcome the effect and consequence of any such Force Majeure event.

23. EXTENSION IN SCOPE

MCB may extend the scope of work at its sole discretion at mutually agreeable terms & conditions.

24. NOTICE

Any notice given by one party to the other pursuant to the contract shall be sent in writing or by email or telegram and confirmed in writing to the address specified for that purpose in the special condition of contract. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

25. TAXES AND DUTIES

The Prize Money for Design Consultancy and Fee for Engineering Consultancy Services shall remain fixed and firm during the period of contract and shall not be subject to change due to any increase in price of services. Taxes and statutory duties if any, imposed on services, by Punjab State Government shall be paid by Bidder himself as applicable at the time of delivery.

26. ADDITION, ALTERATION AND VARIATION:

MCB shall have the right to request in writing for additions, alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the bidders shall comply with such requests without any extra cost. No extra payment shall be made to the bidder by MCB on account of such additions & alterations as enumerated above.

27. NUMBER OF DRAWING SETS AND COPYRIGHT ETC.

The bidder shall supply free of charge to MCB, the adequate no. as specified elsewhere of following documents in soft as well as hard copies.

- Detail Project Reports (DPR) with colored drawings. 3 Nos.
- ii) All the Drawings and estimates to be submitted to MCB. 5 Nos.
 complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications. 5 Nos.
- iii) All working drawings for all the components (Good for Construction Drawings). 5 Nos.
- iv) Detailed Estimates and Analysis of Rates of all the works. 5 Nos.
- v) Completion drawings and detailed documents. 5 Nos.
- vi) Tender documents/ tender drawings as per MCB requirements. 5 Nos.
- vii) Fabrication Drawings of all equipment, if any. 5 Nos.
- viii) As built drawings after completion of project. 5 Nos.

The bidder shall supply free of charge to MCB all the estimates, Bill of Quantities (BOQ), detailed designs, reports and any other details envisaged under this agreement, including drawings architectural, structural, electrical, HVAC or other services (internal and external) would be supplied by the bidder as per the scope of work and as indicated above. Any extra sets of drawings, if required MCB shall be supplied at mutually agreed cost. All these drawings will become the property of MCB. The drawing cannot be issued to any other person, firm or authority or used by the bidder for any other project. No copies of any drawing or document shall be issued to anyone except MCB and authorized representative of MCB.

28. SELECTION PROCESS

The whole DPR of eligible bidders will be reviewed by the technical committee comprising of professionals from all related fields, and will be evaluated on the basis of Criteria elaborated hereunder:

Review Process

The analysis of DPR is divided into two parts:

- The First part is the analysis of DPR including concept design, drawings, and simulation reports submitted by the bidders. The DPR must incorporate every possible requirement as per the scope of work & all possible innovative ideas.
- The Second part is review of power point presentation by the bidder.

Each eligible bidder shall be evaluated by the technical committee & awarded marks based on the weightage of marks as mentioned below:

Particulars	Marks
Work Experience	20
Designing Concept - DPR including concept Design, Drawings,	40
and Simulation reports	
Presentation through PowerPoint of the proposed design idea	20
Marks for Estimated Total Project Cost	20
Total Marks	100

A. Criteria for Review

The whole review process will be based on the following parameters: -

A. W	A. Work Experience				
Sr. No.	Requirement	Maximum Marks			
1	1 mark for each additional year of company operation in the field of Landscaping	5			
2.	1 mark for each additional completed project (Above 3 projects)	5			
3.	1 mark for each additional work experience of team leader & team members	5			
4.	Awards to the Firm	5			
	Total Marks	20			

B. Designii	B. Designing Concept				
Sections	Parameters	Max. Marks			
Section 1	Landscaping	10			
Section 2	Proposed Plantation Species (suitability, survivality & Botanical bio-diversity)	10			
Section 3	Innovative structural Design of Public Spaces, pathways, buildings & Sculptures	10			
Section 4	Water management & energy efficiency	5			
Section 5	Usage of Local Materials with low Carbon footprints	5			
Total Marks - 40					

B. Presentation

- The selection of bidders for presentation will be on the basis of total marks obtained from work experience & designing concept section.
- ii. The eligible top 5 bidders shall present their DPR as per the work mentioned in the scope of work section with maximum 25 nos. of slides. The bidder shall have to present his presentation on the date to be fixed by MCB.
- iii. The maximum marks for presentation are limited to 20 marks. It is the sole discretion of the review & evaluation committee to evaluate the presentation on the grounds of requirements of MCB.
- iii. The presentation including concept design, all technical details, drawings, 3D views, simulation reports & other details shall be MCB's property & MCB may use the components of DPR & presentation as, when & wherever needed.

C. Total Project Cost

 i. Only those Bidders who have secured minimum 60 marks in Technical Evaluation as per above, Technical evaluation marks = Marks (A) + Marks (B) + Marks (C) will be considered further for Marks for Estimated Project Cost Evaluation Criteria. ii. The Total project Cost assumed by MCB is Rs5 Cr. The Total Project cost includes all Civil, Electrical, PHE, Horticulture works but does not include Consultancy Charges. The marks shall be given to Bidders based upon the Estimated Cost given by them for their submitted proposal. The marks shall be calculated by the formula given hereunder:

Marks obtained by any Bidder (D) = 5*[1-(Ln-L1/L1)]

Where L1 &Ln are the Total Project Cost, which is minimum/lowest quoted by any participant bidder and the Total Project Cost by the Bidder under consideration respectively.

Final Technical evaluation marks = Marks (A) + Marks (B) + Marks (C) + Marks (D)

The bidder who will secure highest marks in final evaluation, will be selected for the task mentioned in the tender.

29. OTHER TERMS & CONDITIONS:-

- i. Bids should be submitted through e-tendering process.
- ii. Bidder is required to quote lump-sum rate in the financial bid.
- iii. The rates should be through rates including all taxes / GST levies, freight, octroi etc.
- iv. The completion period will four months from the date of placement of work order.
- v. The undersigned does not bind himself to accept the lowest rate or any bid and reserve to himself the right of accepting the whole or part of the bid and bidder shall be bound to perform the same at the quoted rates.
- vi. The bidder shall comply with the provisions of Apprentices Act, 1961, Minimum wages Act, 1948 workmen's compensation Act, 1923, Contract Labour (Regulation and abolition) Act 1970 Payment of wages Act, 1936. Employees Liability Act 1938, Maternity Benefits Act 1961, and The Industrial Dispute Act, 1947, as applicable and the rules and regulations issued there-under from time to time. Failure to do so shall amount to breach of the contract and the nodal officer may at his discretion, terminate the contract. The Architect / Consultant shall also be liable for any pecuniary liability arising on account of violation by him of provisions of the Act.

- vii. Unless otherwise stated, the contract shall be for the whole work as described in the scope of work. The bidder shall be bound to complete whole the work as described.
- viii. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid document containing the entries and all corrections or amendments made therein shall be initiated by the person or persons signing the bid.
 - ix. Incomplete bid or bids not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
 - x. The scope of work can be increased or decreased by MCB at any time.
 - xi. In case of any question, dispute or difference what so ever arises between MCB and the bidder in connection with this tender, the same shall be referred for arbitration before the sole Arbitrator. The arbitration shall be governed by Arbitration & Conciliation Act 1996 as amended upto date. The place of Arbitration shall be at Chandigarh. The award rendered by the sole Arbitrator shall be final and binding on both the parties. Work under the tender will remain in progress during the arbitration proceedings unless otherwise directed by the competent Authority/Court.
 - xii. In case of emergency / exigency, MCB retains the right to split the allocation of work.
- xiii. That in case of any misrepresentation / concealment / false submissions made by the bidder at the time of submission of the bids, the bidder will be debarred / blacklisted from any further dealing with MCB.
- xiv. All disputes relating to this work shall be subject to the jurisdiction of Chandigarh and Chief Executive, MCB shall be the sole arbitrator.
- xv. MCB reserved the right to accept or reject any or all the bids without assigning any reason thereof.

Corporation Engineer Municipal Corporation, Bathinda

30. CONFIDENTIALITY

Information relating to evaluation of tenders and recommendations concerning awards shall not be disclosed to the Bidders who submitted the tender or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating in future tenders.

Detailed Information by the Bidder

1.	Name of Bidder	
2.	Postal Address	
3.	E-mail address for communication	
4.	Telephone/ Fax No.	
5.	Name, designation, address, contact number	
	and Email of the representative of the Bidder to whom all references shall be made.	
_		,
6.	Eligibility of Bidder for Landscape Architect (Architect / Engineer / Consultant)	
7		
7.	Nature of the firm (Partnership / Pvt. Ltd	
	/Public Ltd. Co./ Public Sector, etc.) Attach attested copy of Registration & Partnership	
	deed/ Memorandum of Association	
	Amount and particulars of the Tender cost	
8.		
9.	Amount and particulars of the Earnest Money Deposited.	
10.	The second secon	
	years (Attach turnover certificate of last 3 years duly certified by CA on his letterhead)	
11.		H
	(capy or comment to 20 cholosou)	
12	GST No. (copy of certificate to be attached)	
13	9.22.22.	
	architect/engineer registration number experience certificate, work experience.	
44		Yes / No
14	Has the Bidder/firm ever been blacklisted by any institution for undertaking any work?	res / No
15		Yes / No
1.10	experience of construction / consultation	
	of any Botanical Garden.	
	(Submit the copies relevant work	
	orders/ purchase order issued in favour of bidder)	
16		
'	Bidder	
	(Details of Annexure / page no. where its	

	enclosed)	
18.	Does Bidder have any relative working in MCB? If yes state the Name and designation.	

(Signature of Authorized Person for this Application)

Name:

Designation: Stamp of Bidder:

Date:

Format for Covering Letter (On Respondent's Letter Head)

Date:

To,

Superintending Engineer Municipal Corporation Bathinda

Sir,

Sub: Consulting Services for Detailed Project Report for Development of Botanical Garden in Bathinda (Punjab).

I/We, the undersigned, having read and examined in detail the E-Tender document, do hereby express our interest to provide the services as specified in the Tender.

- I/We have read the provisions of E-tender and confirm that these are acceptable to
 us and further declare that additional conditions, variations, deviations, if any, found
 in our proposal shall not be given effect to.
- Until the formal final Contract is prepared and executed between us, this Proposal shall constitute a binding contract between us.
- We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 4. We understand you are not bound to accept any proposal you receive.
- The Bidder has not indulged in any corrupt or fraudulent practices in preparing this proposal.
- 6. The person signing the cover letter and the proposal has due authorization.
- I/We shall bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
- 8. I/We are enclosing all the documents as per eligibility criteria mentioned in the tender
- 9. Our correspondence details are:

1	N	Name of the Bidder
2		Address of the Bidder
3	- 1	Name of the contact person to whom all references shall be
	- 1	made regarding this E-Tender
-	4	Designation of the person to whom all references shall be
		made regarding this Tender document
	5	Address of the person to whom all references shall be made
		regarding this tender document
	6	Telephone (with STD code) / Mobile No.
	7	E-mail of the contact person
-	8	Fax No. (With STD code)

10. We also understand that any decision taken by CMC, MCB shall be final and binding on both the parties.

Thanking you,

Yours faithfully

(Signature of Authorized Person for this Application)

Name:

Designation: Stamp of Bidder:

Date:

Place:

Details of Experience

Please fill in information about Experience in the last three years.

Details	Year						
	2020 – 21	2021 – 22	2022 – 23	Total			
Applying for Consultation for preparation of Detailed Project Report for Development							
of Botanical Garden in Bathinda (Punjab)							
No. of Botanical Garden							
Constructed/Consultation		h.					
Total contract amount							
(Rs.)	1	1		-			

Note:

- The bidders have to fill the details of experience for one or more Botanical Garden Construction/ Consultation.
- Enclose copies of related work orders / purchase orders issued in favour of bidder along with proof for satisfactory completion of that work.

Annexure-IV

