



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION
UDITNAGAR, ROURKELA, ODISHA-769012
E-mail ID: rourkelamunicipality@gmail.com

No. 2397

Date: 3.3.21

Expression of Interest for Empanelment of Consultants for Architectural / Engineering/ Structural & other related Services of Rourkela Municipal Corporation

Rourkela Municipal Corporation (RMC) invites Expression of Interest (EOI) from qualified, experienced and financially sound Consultancy Firms/ Consultants for "Empanelment of Consultants for Architectural / Engineering/ Structural & other related Services of Rourkela Municipal Corporation.


The EOI is to be submitted in sealed covers addressed to The Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012 on or before 1.00 PM on 24.03.21 as per the instructions mentioned in EOI document.

The complete EOI documents can be downloaded from RMC website i.e www.rmc.nic.in. Modifications/ amendments / corrigendum if any shall not be advertised in newspapers but shall be published in the website only.

RMC reserves the right to reject or accept any or all the EOI without assigning any reason thereof.


Commissioner
Rourkela Municipal Corporation

Memo. No 2398
Date 3.3.21
Copy to Notice Board, RMC/ MIS, RMC for information and instructed for uploading of EOI document in the RMC website.


Commissioner
Rourkela Municipal Corporation

Memo No: 2399
Date: 3.3.21
Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information and requested to publish the copy of above mentioned notice in two highly circulated daily newspapers (One English and One Odia) on 05.03.21. The font size should be 8 Points and rate should be as per I&PR.


Commissioner
Rourkela Municipal Corporation



EOI NO. 2397

Date: 03.03.21

Expression of Interest (EOI)

for

**Empanelment of Consultants for Architectural /
Engineering/ Structural & other related Services of
Rourkela Municipal Corporation**

Rourkela Municipal Corporation

Uditnagar, Rourkela-769012

Dist.-Sundargarh (Odisha)

Website: www.rmc.nic.in

Email Id: rourkelamunicipality@gmail.com



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION
UDITNAGAR, ROURKELA, ODISHA-769012
E-mail ID: rourkelamunicipality@gmail.com

No. 2397

Date: 03.03.21

Expression of Interest

Rourkela Municipal Corporation (RMC) invites Expression of Interest (EOI) from qualified, experienced and financially sound Consultancy Firms/ Consultants for "Empanelment of Consultants for Architectural / Engineering/ Structural & other related Services of Rourkela Municipal Corporation. EOI documents can be downloaded from RMC website i.e www.rmc.nic.in. Modifications/ amendments / corrigendum if any shall not be advertised in newspapers but shall be published in the website only.

The aim of the EOI is to empanel Consultancy Firms for different works of ULB. The detailed scope of work for this assignment is available in the documents. The key dates are given below.

Sl. No	Particular	Details
1	Web Address to download the EOI	www.rmc.nic.in
2	Last Date of Receipt of Pre-bid Query through E-mail ID only (Email ID: rourkelamunicipality@gmail.com)	14.03.2021
3	Date & Time of Pre-bid Meeting	16.03.21 at 11.30 AM at Council Hall of RMC
4	Last Date & Time of Submission of Bid by Speed Post/ Registered Post/ Courier or by Hand (Bid Due Date & Time)	24.03.2021 by 1.00 PM
5	Date & Time of Opening of Technical Bid	24.03.2021 at 4.30 PM
6	Date & Time of Opening of Financial Bid	To be intimated later to the technically qualified bidders
7	Duration of Service	36 Months
8	Cost of EOI Document	DD of Rs.4480/- from any Nationalized / Scheduled Bank in favor of Commissioner, Rourkela Municipal Corporation payable at Rourkela
9	Earnest Money Deposit	DD of Rs.20000/- from any Nationalized / Scheduled Bank in favor of Commissioner, Rourkela Municipal Corporation payable at Rourkela
10	Validity of Proposal	120 days
11	Address where Bidders must send proposal	The Commissioner Rourkela Municipal Corporation Uditnagar, Rourkela-769012 Dist.- Sundargarh (Odisha)

SD/-
Commissioner
Rourkela Municipal Corporation

Disclaimer

- a) The information contained in this Expression of Interest ("EoI") document subsequently provided to Applicants (Firms), whether verbally or in documentation or any other form by or on behalf of Rourkela Municipal Corporation (here in after referred to as RMC/The Authority) or any of its employees, is provided to Applicants on the terms and conditions set out in this EoI and such other terms and conditions subject to which such information is provided.
- b) This EoI is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this EoI is to provide interested parties with information that may be useful to them in the formulation & submission of their applications pursuant to this EoI.
- c) This EoI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Empanelment of Architects. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- d) This EoI may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and needs of each party who reads or uses this EoI. The assumptions, assessments, statements and information contained in this EoI, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EoI and obtain independent advice from appropriate sources. Information provided in this EoI to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- e) The Authority and its employees/ 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 EoI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EoI and any assessment, assumption, statement or information contained therein or deemed to form part of this EoI or arising in any way in this Empanelment Process.
- f) The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this EoI.
- g) The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EoI.
- h) The issue of this EoI does not imply that the Authority is bound to empanel an Applicant or to appoint the Selected Applicant for any Architectural Consultancy and the Authority reserves the right to reject all or any of the applications without assigning any reasons whatsoever.

1. Invitation for Expression of Interest

- a) Rourkela Municipal Corporation is the civic governing body of the city. Rourkela was declared as Notified Council in the year 1955 and became Municipality in the year 1988. In the year of 2014, Rourkela was declared as Municipal Corporation with 40 Wards and the The jurisdictional area of the corporation is spread over an area of 53.29 sq. Kms. Also, Rourkela declared as Smart city under the Smart City Mission of Government of India in the year 2016. Street lighting, maintenance of roads, drainage and Solid waste management services are provided by the Rourkela Municipal Corporation.
- b) RMC intends to empanel Architectural firms which have accomplished experience in providing architectural services in field of urban design, interior and landscape projects and support RMC in conceptualization and development of such projects for revitalization of the Urban Local Body.
- c) Rourkela Municipal Corporation will select Technical Consultant to provide the services outlined in the Terms of Reference (TOR) and in accordance with the method of selection specified in this document. Applicants are therefore invited to submit a Technical Proposal and a Financial Proposal. This proposals will be the basis of contract with the selected agency.
- d) The applications must be received in the manner specified in the EoI document at the address given below

To,

The Commissioner
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012
Dist.- Sundargarh (Odisha)

- e) The eligible Architectural firms with accomplished experience in urban design, interior design and landscape architecture will be empanelled based on their experience in rendering relevant Architectural Consultancy Services as specified in this EoI.
- f) The application shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the applicant must attest all erasures and alterations made while filing the application. Failure to comply with any of these conditions may render the application invalid.
- g) RMC shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of the application.
- h) RMC reserves the rights to cancel, terminate, change or modify this EoI process and /or requirements of the application stated in the EoI, without assigning any reason or providing any notice and without accepting any liability for the same.
- i) Prospective applicants may seek any clarification before the scheduled pre-bid meeting by writing email to Email Id: rourkelamunicipality@gmail.com only.
- j) At any time prior to deadline for submission of proposal RMC may for any reason modify the EOI document by issuance of amendment/addendum. Such amendments shall be posted on the website of RMC i.e. www.rmc.nic.in only.
- k) The details of EOI document can be downloaded from the RMC website i.e. www.rmc.nic.in only.

2. Broad Scope of Work

- The Scope of Services includes, but is not limited to, any or all activities incidental to and required for the development of the proposal at each stage (not limited to participation in collaborative meetings and presentations with RMC to develop and present the proposal).
- The Consultant, who will work in conjunction with RMC, shall undertake the below mentioned services or any similar/relevant services as specified in this EOI.
 - A. Housing/ Public Building/ Slum Upgradation/ Market Buildings
 - B. Conservation of Heritage Structures.
 - C. Creating Parking Facility/zones across the city
 - D. Developing Sports facilities
 - E. Municipal or Urban engineering
 - Municipal infrastructure involves specifying, designing, constructing and maintaining streets, sidewalks, street lighting etc.
 - MSW management and disposal, and
 - Public parks, play grounds, open space development and cycling infrastructure.
 - F. Development of Public Square
 - G. Landscape architecture
 - Environmental restoration; Parks and recreational spaces
 - Green infrastructure planning and provision.
 - Open Space Design – Hard & Soft Areas
 - Landscape Structures & Features
 - Illumination Design (including light fixtures, light poles etc.)
 - Signage & Graphic Design and Artefacts/ Sculpture (Local Architecture elements)/Urban Art Installation
 - Approach Road & Car Parking Beautification
 - Vehicular & Pedestrian Movement
 - Plantation Design
 - Irrigation System, Surface Drainage & Water Management (Rainwater harvesting)
 - H. Junction Development
 - I. Face lifting of markets
 - J. Development of City Gateways
 - K. Development of Auditorium
 - L. Development of cultural center/park for disabled people and children.
 - M. Revamping of Major roads.
 - N. Establishment of Food Street/ vending zone
 - O. Water Body development/ Rain Water Harvesting
 - P. Co-ordination of External Services
 - Q. Periodic Inspection & Evaluation of Works at site
 - R. Methodology for Execution & Maintenance

- All Scope of Services shall be undertaken in accordance with the terms of the Agreement; and in coordination and collaboration with RMC for the development of the design for the various elements of the Project through the noted stages.

3. Schedule of Services

Stage 1:

- A. To interact with the concerned Official of RMC and collect all available work detail, database plans etc. for survey work.
- B. Detailed site survey and to prepare survey based plans.
- C. To examine legislation, code and standards that affect the project.
- D. To prepare preliminary draft sketches and notes sufficient to explain the consultant's general understanding of the requirements and outline of the scheme for the best way of fulfilling them including an estimate of the order cost involved.
- E. To prepare & submit the submission drawings, Preliminary Project Reports (PPR) or Detailed Project Reports (DPR) etc. from approved draft sketches and assist for obtaining of approval of the project wherever required like vetting of DPR and Technical sanction etc. .
- F. To prepare & submit the working drawings, specifications and schedule of quantities and to prepare detailed estimates of cost on the Schedule of Rates (SOR).

Stage 2:

- A. To set out layout by site, and incorporate any changes necessitated by site parameters.
- B. To prepare, submit and obtain approval on architectural working drawings including full size details.
- C. To prepare, submit and obtain approval on design drawings and specifications of internal and external services e.g., roads, culverts, electrification, water supply, sanitary waste disposal including sewage etc.
- D. To prepare, submit and obtain approval on detail landscaping design scheme and solid waste disposal management.

Stage 3:

- A. To provide supervision during executions of the work whenever needed by RMC.
- B. To prepare and submit detailed estimate of the works to engineer in charge after final approval of plans.

Special Conditions:

- All drawings to be delivered in hard (3-Sets) and soft copies (CAD & PDF)
- All renderings to be submitted in Hard and Soft (Jpg & PSD)
- All final stage wise presentation/meetings/workshops to be attended by the project director who would issue a certificate at the end of each stage stating that the original design intent is being maintained.
- All variations/additions/alterations etc. beyond the current scope and listed deliverables should be incorporated after written communication from the RMC.

- Any detailed model & walkthroughs if required during the assignment would be paid on mutually agreed terms however the Architectural firm shall need to coordinate and provide all necessary inputs and details as may be required.
- Coordinating with all sub-consultants and specialist (in those areas) would be the prime responsibility of the Consultant. Any points of conflicts or disagreements in such coordination should be communicated to the RMC in writing to ensure an early resolution.
- Any other requirement beyond the current scope of work that may arise during this assignment needs to be communicated in writing to the RMC well in advance to preserve the agreed timelines of the project.
- Consultant is expected to maintain a timeline / schedule of the project deliverables pertaining to the current scope in any compatible scheduling / Project management software. Any ensuing delays / deviations in the agreed timelines would be brought to the notice of the RMC in writing.

4. Eligibility

- The applicant must be a reputed consulting firm with multiple specializations, experience and expertise in Urban Design, Interior and Landscape Architect Consultancy Services for ULBs, Townships & Big Corporate office projects for the period of minimum 5 years ending 31.12.2020.
- The applicant should have provided Urban Design, Interior and Landscape Architect Services for at least three projects of Rs. 50 Lakhs of similar nature in last 5 years ending 31.03.2020.
- No Joint Venture (JV) firm can participate for this empanelment.
- The applicant should be an individual consultant or have a registered firm or be from consulting firm registered in India and submit a valid proof for registration in council of Architects in India.
- The applicant should have valid PAN No. and GST Registration No.
- The Consultant should have an average annual turnover of at least Rs. 30 Lakhs (Thirty Lakhs) in the last three financial years ending 31.03.2020.
- The eligible consultants shall be required to submit self-attested copies of the following along with the application:
 - ✓ Documents verifying the claim as per above including the appointment letter or work order or contract agreement or letter of successful completion from the client. Alternatively, an affidavit of genuineness of such certificates needs to be submitted by the firms.
 - ✓ Copy of audited Balance Sheet along with Profit and loss Account statement of the firm for the last three financial years (Year 2017-18, Year 2018-19 & 2019-20).

5. Proposal Format and Content

- A. Bidders are required to submit Technical Proposals in the spiral bound documents as per the format attached in Annexure-I to V.
- B. Bidders are required to submit Financial Proposals in the format attached in Annexure-VI in sealed cover. It shall list all costs associated with the assignments in the specified format.
- C. Submission of the wrong format for either the Technical or Financial Proposal may result in the proposal being deemed non responsive.
- D. The Applicant shall furnish all the required information as per the format/s and duly signed on each page of the application.
- E. Any information furnished by the applicant found to be incorrect either immediately or later, would render the applicant liable to be debarred from taking up the consultancy services.

6. Marking and Returning Proposals

- A. Sealed proposals must be received at the specified address no later than the closing date and time.
- B. Proposals shall be submitted in English, and shall be sealed in outer and inner envelopes (Outer envelopes containing three envelopes- 1. Technical Bid, 2. DD for EMD & Document Charges and 3. Financial Bid) and all envelopes shall indicate the bidder's name and address. The outer envelope shall be addressed to The Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela-769012, Dist.- Sundargarh (Odisha) with full address of applicant and super scribed as "EOI for Empanelment of Consultants for Architectural / Engineering/ Structural & other related Services of Rourkela Municipal Corporation".
- C. The 1st inner envelope shall be marked Technical Proposal and addressed in the same manner as the outer envelope and shall be in the prescribed format.
- D. The 2nd inner envelope shall be marked as EMD and the 3rd envelope shall be marked Financial Proposal and addressed in the same manner as the outer envelope, and shall be in the prescribed format. The Consultant is required to submit Financial Offer for professional fee on rate contract basis. The Financial offer of those who qualify Technical qualifications (those who qualifies pre-qualification and eligibility criteria) shall be opened by informing to the qualified bidders in the presence of the bidders or their representatives, who wish to be present on the specified date and time.

Note

- I. No bidder or its Associate shall submit more than one Application for the Consultancy.
- II. The broad scope of work has been given in this document. The actual project specific scope of work & payment schedule may be modified and decided on mutually agreed terms between consultant and RMC. The rate contract fees to be paid as decided through this EOI.

- III. Information, which the bidder considers to be proprietary, should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for RMC purpose only.

7. Time for receiving proposal

Sealed proposals received prior to the stated closing time and date will be kept unopened. All the proposals within the stated time will be opened and proposal received thereafter will not be considered. RMC will accept no responsibility for the premature opening of a proposal, which is not properly addressed or identified. Modification by any means such as Fax, mail etc. of sealed proposals already submitted will not be considered.

8. Opening of Proposal

Applicants, or their authorized representatives, may attend the opening of the proposals documents at the time and date stated.

9. Request for Information

Any request for information regarding the EOI should be through email only.

10. Correction in Proposal

Corrections, Erasures or other corrections in the proposal must be explained and the signature of the Bidder shown alongside.

11. Modifications and Withdrawals

Negligence on the part of the bidder confers no right for corrections and withdrawals of the proposal after it has been submitted.

12. Validity of Proposals

Proposals should be valid for acceptance for a period of 120 days after proposal document opening, unless otherwise specified in the specific terms and conditions. RMC may request the validity period to be extended.

13. Error in Proposal

Bidders are expected to examine all instructions pertaining to the EOI document. Failure to do so will be at Bidder's risk.

14. EOI Terms & Conditions

This EOI document and any response thereto, shall be the property of RMC. In submitting a proposal, the bidder acknowledges that RMC reserves the right to:

- A. Visit and inspect the Applicant's premises;
- B. Contact any/ all referees provided;
- C. Request additional supporting or supplementary information;
- D. Arrange interviews with the proposed project team/ consultants;
- E. Reject any or all of the proposals submitted;
- F. Accept any proposals in whole or in part.

- G. It may note that this is not a request for proposal/tender. After review and scrutiny of Expression of Interest, the suitable Architects will be empanelled for rendering architectural consultancy services indicated above (Scope of Service), as per due procedure.
- H. The selected architects may be dispensed with at any time giving one month notice in the event of non-performance, under performance or any other reason which would be specified.
- I. The empanelment will be valid for 36 months and can be extended further period by the RMC authority.
- J. The team should be available for taking up of assignment work as and when required by RMC at a short notice.

Applicant shall bear all cost associated with the preparation and submission of proposals, and RMC shall not be responsible for these costs, irrespective of the outcome of the process.

15. Amendment/modification in EOI

At any time prior to deadline for submission of proposal RMC may for any reason modify the EOI document by issuance of amendment/addendum. Such amendments shall be posted on the website of RMC i.e. www.rmc.nic.in only.

16. Empanelment of Consultants

RMC wishes to empanel reputed Consultancy firms /Consultants in the field of Architectural, Engineering, Structural Engineering and other related services as described in this document to provide consultancy services to RMC in various schemes and projects.

17. Other Terms & Conditions for the Technical Consultants:-

- 1. All offers and supporting documents shall be submitted in English
- 2. All costs and charges, related to the offer, shall be expressed in Indian Rupees only and the total cost shall be ***inclusive of taxes & duties etc.***
- 3. The cost and submission of the offer is entirely the responsibility of the consultants, regardless of the conduct or outcome of the tendering process.
- 4. Validity of rates of contract quoted by the consultant must be for Minimum 3 years. The rates rationalized by the RMC shall be listed as the eligible rates for carrying out the respective consultancy work. More than one consultant can be assigned with the job at the same rate. RMC shall be free to assign any consultancy service to the empanelled consultants on the rates approved by the State Government without inviting any Financial offer or Tender etc. No earnest money / security deposit shall be charged from the empanelled consultants. No escalation in costs shall be allowed during the engagement of the consultant, i.e 36 months.
- 5. The Commissioner, RMC reserves the right to reject all or any of the offers without assigning any reason thereof.
- 6. RMC shall be free to award the work on approved rates to any of the empanelled consultant, which it considers suitable.

18. Professional Fees & Payment Schedule:-

Stage	Description	Fees Payable
1	After submission of Preliminary drawing/ designs along with Stage-1 Estimates based on area basis and acceptance of the same by RMC	10% of the total fee payable subject to deduction of Performance security and security deposit.
2. A	After submission of final Plans architectural drawings and acceptance of the same by RMC.	15% of the total fee payable subject to deduction of Performance security and security deposit.
2.B	On Submission of basic Working drawing and details Sufficient for preparing item wise estimate and acceptance of the same by RMC.	5% of the total fee payable subject to deduction of Performance security and security deposit.
2.C	After submission of all the drawing mentioned in stage 2(A) and (B) above and on acceptance of the same by RMC.	10% of the total fee payable subject to deduction of Performance security and security deposit.
3	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.	10% of the total fee payable subject to deduction of Performance security and security deposit.
4	After submission of complete set of Drawings and details sufficient for the work to commence at site.	20% of the total fee payable subject to deduction of Performance security and security deposit.
5	For visit and inspection of work site after completion of 25%, 50%, 75%, 100% work/ important stages in 4 installments.	20% of the total fee payable subject to deduction of Performance security and security deposit.
6	After completion of the work (to be paid within six months of completion of work)	10% of the total payable and final settlement of bills, i.e payment of performance security and security deposit amounts deducted during earlier stages of payment.

Note:

- Performance security 5% and security deposit 5% will be deducted from every running bill.
- Fee may be quoted on the basis of project cost and financial format. Schedule of payment shall be as above & in special case it may be decided on mutually agreed terms between Consultant and RMC authority.

19. General Conditions:-

Factors Effecting Payment to the Consultant

1. The payment made to the Consultants during various stages would be on account payment and will get adjusted in the final payment.
2. Progressive payment at all stages of mode of payments may be made to the consultants in any of the above stages based on the quantum of Work done in the stage as may be mutually agreed to by the parties.
3. The local body reserves the right to make deduction from the Professional fee of the consultants on account of penalty.
4. In case only part of the Scheme is continued (before actual Commencement of work at site) then the consultancy fee would be paid Up to the stage for which drawings have been received and approved by The Competent Authority and if the scheme is discontinued after the Commencement of work at site then the consultancy fee would be paid Up to 50% of the total fee payable as at this stage as all the preliminary Drawings, working drawings, structural and services drawings, Estimates and tender documents etc. have been prepared and received By RMC. Further payment shall be released to the consultant in Consistent to the value of work done at site.
5. The Consultant shall be obliged to notify any discrepancy noticed by it Or any modification if it finds appropriate to improve the functionality Of the building / scheme. The Consultant is also required to issue such Improvement / modification free of cost.
6. The Consultant may be required to make minor changes in the plan, and Other details, if needed during the execution of the works without any Additional fee. If any additional work is required during the validity of Contract, the consultant shall have to provide drawings for such work on Mutually agreed rates.
7. Third party checking of the design may be carried out by RMC at their own expenses.

20. Execution of the Assignment (For design and Engineering Projects) :-

1. All the stages of work shall be completed by the Consultants and the necessary approval given by RMC according to the time schedule mutually agreed upon. The work throughout the stipulated period of contract will be carried out with diligence, time being essence of the contract.
2. In the event of consultants firm closing its business, RMC shall have the power to employ any other agency to complete the work after payment has been made to the consultant up to the stage of service completed.
3. RMC shall have the right and authority to terminate the agreement on giving 30 days notice, in the event of the failure on the part of consultants to complete their work or the consultants committing a breach of any one or more of the terms and conditions of the agreement to the satisfaction of RMC.
4. The consultants shall prepare drawings, designs, outline specifications and estimates of costs on cubic measurements or on area basis on schedule of rates of the executing agency plus tender percentage and/or other relevant

specifications as per requirements. In the absence of rate in the aforesaid schedule rates, the same shall be arrived at by actual analysis.

5. The consultants shall advice on the time and progress chart prepared by the contractors and/or construction Management Consultants for the completion of the work, if required.
6. The consultants shall assume full responsibility for the design and specifications for terms described in the scope of work, the Local Body will have full access to the details of the calculations and the structural designs for the purpose of scrutiny. The structural engineers of the consultants will render all possible help for the above scrutiny.
7. On completion of the work, the consultants will prepare and submit "As Built drawings" of the project indicating all the minor adjustments done on site, and submit to the Local Body with two sets of hard and soft copy. These are legal documents and hence the consultants shall be held responsible for any discrepancy in these drawings from site conditions.
8. The consultants shall advice the Local Body regarding the work under execution during their visits to the site and submit reports on their observations. The Local Body shall consider the necessity of such additional work/extra items with reference to the drawings and specifications and additional cost involved. The responsibility for implementation of this advice shall be of the Local Body.
9. Any deviation from the approved drawing or specification that may be observed by the Consultant shall be given in writing by them to the Local body who shall issue necessary instructions to the executing agencies.
10. The Consultants shall make necessary revisions as may be required by the Local Body in the drawings and other documents submitted by them.
11. No change shall be made in the approved drawings and specification at site without the consent of the Local Body.
12. The drawings, specifications, reports, documents and other instruments of service are the property of the consultants whether the scheme for which they are made is to be executed or not. They are not to be used for any other scheme except with the written consent of the consultants.
13. The Local body shall have the liberty to postpone or not to execute the work and the consultants shall not be entitled to any compensation or damage for such postponement or non execution of the work except the fees which are payable to the consultants up to the stage of services then completed.
14. The consultant will not proceed with the work stipulated in any stage without the written consent of the Local Body.
15. The consultants shall ensure that the contractor is furnished with drawing or drawings and plan or plans at the time or times appointed and specified in the contract to be made between the Local Body and the contractor. If the consultants fail to furnish drawings or plans to the contractor accordingly the consultants shall pay compensation to RMC for any loss or damage arising from such neglect, failure or omission, particularly to meet with the claim or demand if any, presented by the contractor against the Local Body for loss or damage suffered in consequence of the delayed supply of drawings to the contractor.

16. The Consultants shall guarantee their designs, specifications, and other related technical information and these should be complete, accurate, adequate and workable. The burden of proof that the designs, specifications and other related technical information are complete, accurate, adequate and workable shall rest with the consultants.
17. The Empanelled Consultant shall be required to submit hard copies & soft drawing / estimates as per details below -

1	For preliminary planning/ design	6 Hard Copies (one colored and seeking comments & Approval one B/W) s & 1 Soft Copy
2	Approved Drawings	6 Hard Copies colored & 1 soft copy
3	Preliminary estimate	6 Hard (B/W)/ 1 Soft Copy
4	Detailed Estimate	6 Hard Copies B/W & 1 Soft Copy
5	BOQ/ Specification of each work	6 Hard Copies B/W & 1 Soft Copy
6	Tender Documents	6 Hard Copies B/W

However, if additional copies are required, actual cost of printing of Payment shall be made, which in no case will be more than Rs. 1000/- per copy.

21. Design Soundness and Penalty for Failure

The Consultant will be responsible for the total soundness of design. All designs prepared by the consultant conforming to relevant Codes of practice and rules regulations imposed by statutory bodies.

In the event of any failure design or violation of salutatory regulation faced by the client during execution and thereafter the client may impose penalty on the consultant.

22. Penalty & Termination of Contract

- A. **Penalty:** Penalty on the empanelled consultant can be imposed by RMC at the rate of 1% of the awarded contract value per month of the delayed period and maximum to 6% of the total work allotted by RMC.
- B. The contract of the Empanelled Consultant with RMC will be terminated in the following ways:
- I. The term of Contract expires;
 - II. Termination of Contract by RMC due to non-performance during the execution of project;
 - III. Performance is below expected level;
 - IV. Non adherence to the timelines of the project;
 - V. Quality of work is not satisfactory.

23. Earnest Money Deposit (EMD)

The EMD of successful bidder is liable to be forfeited if the bidder revokes any terms of the EOI within the validity period. EMDs given by unsuccessful bidders will be refunded without any interest after selection and empanelment of agencies. The EMD of successful bidder will be kept with RMC and returned without interest to the agency after successful completion of the assignment period.

24. Agreement with the Consultant :-

After issuance of the work order RMC shall execute an agreement with the consultant on Non judicial stamp paper of Rs 100/- within 7 days. The terms and condition shall be as mentioned in this bid document and any other specific condition can also be laid down by RMC as per their need and project specific requirements. A draft Model Agreement copy shall be provided during issuance of work order.

25. Settlement of Disputes :-

All difference and disputes arising out of the agreement between RMC and the Consultants regarding the execution, payment, interpretation or any such connected and related matter to the execution of the Scheme shall be settled by mutual agreement, In case the dispute remains unresolved, it will be referred to Administrator, RMC. whose decision shall be final and abided by both the parties.

26. Jurisdiction :-

All the disputes arising with regard to the agreement between RMC and the Consultants will be deemed to have arisen will be subject to the jurisdiction of the courts situated at Rourkela only for which both the parties agree specifically, well knowingly and consciously.

27. Taxes & Duties :-

The bidder shall be entirely responsible for all taxes inclusive of service taxes, duties etc incurred.

28. Insurance and Indemnity to be taken by the Consultant :-

- C. RMC, undertakes no responsibility in respect of life, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.
- D. The Consultant shall indemnify RMC's against all claims, proceedings, demands, costs and expenses of whatsoever nature that may arise or accrue by any reasons or reason of infringement or alleged infringement by the Consultant of any patent or other protected right during or In connection with the Services.

29. Force Majeure :-

- A. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- B. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- C. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**Format of Covering letter
(On the Applicant Letter Head)**

To:
The Commissioner,
Rourkela Municipal Corporation
Uditnagar, Rourkela-769012.

Dear Sir,

Sub: Empanelment of Consultants for Architectural / Engineering/ Structural & other related Services of Rourkela Municipal Corporation.

We the undersigned, offer to provide Consulting service for " Architectural / Engineering/ Structural & other related Services of Rourkela Municipal Corporation".

In accordance with your EOI document No. _____ Date _____. We have examined the details given in this EOI notice, details & Performa for empanelment of Consultant firms with accomplished experience in the desired field.

1. I / We hereby certify that all the statements made, and information furnished in the enclosures is true and correct.
2. I/We have furnished all information and details necessary for EOI and have no further pertinent information to supply.
3. I / We also agree that the authorized representatives can approach individuals, employers and firms to verify our competence and general reputation.
4. I/We submit certificates in support of our suitability, technical knowhow and capability for having successfully completed the projects, in prescribed format.
5. I/ We agree that the discretion and decision of the RMC in respect of the empanelment of Architectural firms with accomplished expertise is final and binding.
6. We understand that you are not bound to accept any proposal you receive.

Signature of Applicant

Name & Designation of Signatory

Date: _____

Organizational Details

Sl. No.	Parameter	Details
1	Full Name of the Firm/ Company/ Organization	
2	Year of Establishment	
3	Status of Firm (Proprietorship / Partnership/ Any other)	
4	Details of Enlistment as Consultancy Firm	
5	Name of Directors/ Partners/ Proprietors with Designations	
6	Academic Qualifications of Directors/Partners/Proprietors	
7	Registered Full Address of the Firm	
8	Phone/ mobile No. of Authorized Person of the Firm	
9	Email ID	
10	PAN Number	
11	GST Regn. Number	
12	Registration number with Council of Architects India	

Copies of original documents defining the legal status, registration etc. are to be enclosed.

Place:

Signature of the applicant

Date:

Name & Designation

Annexure-III

List of assignments completed in last 5 years ending 31.12.2020

Sl. No.	Name of Work/ Projectwith address	Short description of Consultancy assignment	Name and Address of Owner/ Client	Cost of Work/ Project	Date of Start of Work/ Project	Date of Completion of Work/ Project

NOTE:

Work / Projects means Architectural Consultancy work as per the TOR. The list of works/ project mentioned should be substantiated with documentary evidence such as work orders or contract agreement or completion certificates from the owner/ client.

Place:

Signature of the applicant

Date:

Name & Designation

List of assignments in Progress

Sl. No.	Name of Work/ Project with address	Short description of Consultancy assignment	Name and Address of Owner/ Client	Cost of Work/ Project	Date of Start of Work/ Project	Any other relevant Information

NOTE:

Work / Projects means Architectural Consultancy work as per the TOR. The list of works/ project mentioned should be substantiated with documentary evidence such as work orders or contract agreement from the owner/ client.

Place:

Signature of the applicant

Date:

Name & Designation

Annexure-V

Financial Status of Firm/ Organization

Sl. No.	Financial year	Annual Turnover (Rs.)
1	2018-19	
2	2019-20	
3	2020-21	

Note: Certified copies of audited Balance Sheets/ Chartered Accountants' Certificates to be enclosed for each financial year.

(Seal and Signature of Statutory Auditor)

FINANCIAL BID FORMAT

Sl. No	Items	Rate in Percentage of Total Project Cost including of all taxes and duties
1	For Complete Assignment	
	Consultancy Services for complete architectural and engineering designing of the project- concept planning preliminary drawings. All working drawings, structural designing and other services for tender documents, visit to site as and when required etc. as per the broad scope of work	
2	For Partial Assignment	
	Project in which preliminary drawing, tender document and BOQ have been prepared by RMC Services for detailed working drawing, structural design, design of external and internal development along with visit to the site as and when required during the progress of work, as per broad scope of work. (RMC may be given detailed scope of work for the specific project requirement)	

Note: The rates quoted above does not guarantee any work order, and at the time of finalization of the rates. The rates quoted above could be rationalized by the authority which will be acceptable to me/us. It is further accepted that RMC would be free to issue work order to any firm empanelled with Govt. of Odisha/ RMC.

I/ we shall have no objection to the decision and selection of any empanelled consultant for work order as finalized by RMC.

Place:

Signature of the applicant

Date:

Name & Designation