

# MUNICIPAL CORPORATION SHIMLA

## Request For Proposal (RFP)

### 1. Introduction:

Municipal Corporation Shimla intends to appoint consultant/ Consultancy firm for preparation of the Detailed Project Report (DPR) for the construction of Unity Mall in Shimla (Sabzi Mandi). The total land identified for this project is approx. 11000 square metres.

For the above purpose, the Joint Commissioner, on behalf of Commissioner M.C. Shimla invites online bids, in electronic tendering system, in 2 Cover System for the under mentioned work from the registered and eligible Consultants/Consultancy firms. The bidders are requested to quote their offers for the same on H.P. Tender Portal.

Sr. No.	Description	Qty.	Bid Security/ EMD
1	Consulting services, Technical & Financial proposals and Preparation of Detailed Project Report (DPR) for the construction of unity mall in Shimla Sabji Mandi. (including supplying the same in soft copy as well as in hard copy duly spiral binded in triplicate and checking out the same in this office as per the direction of the Engineer-in-Charge)	1 Job	Rs.2.00 lacs

### Instructions for the Tenderer/Bidders:-

2. Availability of Bid Document and mode of submission: The Bid document is available online and bid should be submitted in online mode on website: <https://hptenders.gov.in>. Bidder would be required to register in the website which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in Municipal



Corporation Shimla may obtain the same from the website: <https://hptenders.gov.in>. Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.

3. **Key Dates:**

1.	Date of Online Publication	06.11.2023	5.00 PM
2.	Date of Pre Bid meeting with the Joint Commissioner, M.C. Shimla	17.11.2023	11.00 AM
3.	Document Download Start Date and End Date	06.11.2023 19.12.2023	5.00 PM upto 5.00 PM
4.	Bid Submission Start Date and End Date	06.11.2023 19.12.2023	5.00 PM upto 5.00 PM
5.	Physical Submission of EMD and other requisite documents	27.12.2023	Up to 1.00 PM
6.	Bid opening date for Technical Proposals (Online)	30.12.2023	3.00 PM
7.	Date of uploading list for Technically Qualified Bidder (online)	30.12.2023	5.00 PM
8.	Date & Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders.	

4. **Eligibility Criteria & Other instructions:**

To be eligible for being considered as Consultant, an applicant should fulfil the following eligibility criteria:

1. The Consultant/Consultancy Firm must be registered with the Government Department in the State.
2. The Consultant/Consultancy firm must have minimum experience of 10 years after its establishment or registration.
3. The Consultant/Consultancy firm must have minimum average annual receipts of Rs. 1.00 Cr. from professional fees/Consultancy services during the last 3 financial years. Certificate from Chartered Accountants or Income Tax Return in support of same must be submitted with the proposal.



4. The Consultant/Consultancy firm must have experience of planning & design of at least one similar project such as C/O Buildings, Flats etc. during the last 07 years from the Govt. departments. The minimum cost of the project for consideration shall be Rs.3.00 Crore.
5. The Consultant/Consultancy firm shall be ineligible if it has been barred or blacklisted by any Central/State Govt. Department/ Board/Corporation. An undertaking/affidavit in respect of this should be enclosed.
6. The Applicant shall bear all costs related to preparation and submission of proposals at all stages and the Authority shall in no case be liable or responsible for these costs, regardless of the conduct and outcome of the selection process.
7. Applicants shall submit all documents in the form and manner as specified.
8. No separate correspondence/communication shall be entertained with respect to the bid document.
9. Material deficiencies in providing requisite information and as requested in this document may result in summery rejection of the Application from the selection process.
10. Failure to provide the requested information (in given format) deemed essential to evaluate the applicant's qualifications, within the stipulated period, shall result in the applicant's disqualification.
11. No explanation and/or justification for any aspect of the selection process shall be given and the decision of the Authority shall be final and binding on all without any right of appeal.

5. **Bid Security (Earnest Money):**

- (i) Bid Security/EMD will be in the shape of FDRs/Banker's Cheque in any of the Post Office/ Nationalized Bank in HP duly pledged in favour of the Joint Commissioner, M.C. Shimla.
- (ii) Bid Security/EMD of the unsuccessful applicants will be returned within 15 days of Selection of Consultant.
- (iii) Bid Security/EMD may be forfeited : (a) If the Applicant/Bidder withdraws the bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after bid opening during the



period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the Agreement within specified time limit.

6. **Submission of Tender:**

The tender shall be submitted online in two part, viz., technical bid and financial bid. The Hard Copy of security deposit/earnest money deposit along with copy of technical bid documents duly signed must be delivered to the R&B Department, M.C. Shimla at the time of physical submission of bid documents as mentioned above. The bid without EMD & cost of tender will be summarily rejected. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. The bidder shall prepare and submit the Bid Security, Technical Bid and Financial Bid as under:

(i) **Technical Bid** - The scanned copies of following documents are to be furnished by the bidder along with Technical Bid Submission:

- a) Security Deposit/Earnest Money (EMD)
- b) Proof of Consultant's/Consultancy Firm's registration/Establishment
- c) List of Specific experience assignments with Proof
- d) Proof of Annual Average receipts from professional fees/Consultancy Services during the last 3 financial years.
- e) Qualification/Experience of Key personal proposed.

(ii) **Financial Bid**-Bidder must submit the financial bid in BOQ format in HP Tender Portal.

7. **General Term & Conditions:**

1. Documents submitted in online mode only will be considered for evaluation. If documents are submitted physically but not in online mode, the same will not be considered for evaluation and the bid will be out rightly rejected without any intimation.
2. Bidders are requested to submit price bid online (e-tendering form) only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not



be opened and only online submitted price bid will be considered for evaluation.

3. Tender shall remain open for acceptance for a period of 180 days from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the Bid Security/Earnest Money deposited with the tender, and M.C. Shimla will take further action for "not dealing" with party etc.
4. Certificate of work experience and other documents as specified in the tender shall be scanned and uploaded to the e-Tendering website within the period of bid submission and certified copy of each shall be deposited in the office during physical submission.
5. No bid shall be accepted after the due date and time. If the due date is happening to be a holiday the bid due date will be next working day at the same time notified as above.
6. Technical Bid Document in original should be signed by bidder(s) himself/themselves or a person duly authorized in his behalf. A copy of such authority should be enclosed along with the bid. Sealed Envelopes should contain EMD & other requisite documents of Technical Bid and the cover should be super scribed as **"Tender for Consulting services, Technical & Financial proposals and Preparation of Detailed Project Report (DPR) for the construction of Unity mall in Shimla Sabji Mandi"** addressed to the **Joint Commissioner, M.C. Shimla** and drop in person in the tender box during physical submission. This office shall not be responsible for any delay.
7. The undersigned reserves the right to postpone the date of opening or accept or reject any or all the bids without assigning any reason at any stage.

8. **Selection Process:-**

- (i) The bids shall be evaluated by Technical Evaluation Committee of Municipal Corporation Shimla. The 'Technical Proposal' shall be



evaluated on the basis of applicant's experience, annual receipt from professional fees/consultancy services, Experience, Qualification/ Experience of Key Personnel proposed and presentation.

- (ii) The 'Financial Proposal' of only those applicants shall be opened whose 'Technical Proposal' qualifies. The committee will determine whether the Financial Proposals are complete, and shall correct any computational errors, if any.
- (iii) After final selection, a Letter of Award (LOA) shall be issued by M.C. Shimla and the successful applicant shall, within the date specified in LOA, enter into an agreement with M.C. Shimla.
- (iv) Before signing the agreement, a performance guarantee @10% of contract agreement/consultancy fee, in form of FDR shall be submitted by the successful consultant. The Bid Security/EMD of the successful applicant shall be returned after signing of the agreement. The Bid Security/EMD of unsuccessful applicants shall be returned after completing the selection process.

9. **Communications:**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered under Registered post or Speed post or E-mail or other electronic means.

10. **Scope of Services :**

The scope of services to be provided by the consultant as architect shall broadly consist of planning, design and approval of building map from Competent Authority on the available vacant land i.e. 70% (15345 Sqm) at Sabji Mandi in Shimla. The details regarding various stages w.r.t. scope of services shall be as under:-

**Stage 1 - Preparation of concept Design and its approval:**

- (i) Preparation of concept design in the form of plans, drawings, sketches, models or combination thereof whichever is



appropriate to communicate the Concept and making presentation before the Competent Authority in M.C. Shimla for approval of the same.

**Stage 2 - Preparation of Preliminary Design & Drawings:**

- (i) Modification of conceptual design incorporating the suggestions/ changes proposed by M.C. Shimla & preparation of preliminary drawings for approval by M.C. Shimla. Preparation of Rough Cost Estimates on the basis of preliminary drawings for approval by M.C. Shimla.

**11. Time Schedule:**

The Commencement of the Consultant's Services will be considered from the date of signing of the agreement. The time period for the completion of services shall be as under:

S. No.	Stage	Time Duration (In Days)
1.	Stage 1 – Preparation of concept Design and its approval	30
2	Stage 2 – Preparation of Preliminary Design & Drawings	30

**12. Responsibility for Delay :**

Any delay on time schedule in completing the different stages or/and in the full completion of the services, will be attributed to the consultant. In case of such delay, compensation, as specified in Clause – 14 i.e. Compensation for Delay will be levied by M.C. Shimla.

**13. Extension of time :**

Extension of time may be granted by M.C. Shimla if reasonable and sufficient grounds as per assessment of M.C. Shimla exist for delay by consultant in fulfilling his obligations. No financial claim shall be entertained by M.C. Shimla attributable to such extension of time. The



extension of time shall also be without prejudice to the right of the M.C. Shimla to claim compensation from the consultant for delay.

14. **Compensation for Delay :**

The time allowed for carrying out the services as specified or agreed shall strictly be observed by the consultant and shall be essence of the contract. The work shall throughout the stipulated period of contract be processed with all diligence and in the event of failure of consultant to complete the services within agreed time schedule, due to its delays or failures; the consultant shall pay compensation @ 0.50% the total consultancy fee per week subject to maximum of 10% of the total consultancy fee payable to the consultant.

The decision of the competent authority of the M.C. Shimla to levy compensation for delay and the amount of compensation levied is final & binding and is completely excluded from preview of the conciliation and arbitration. The amount of compensation may be adjusted or set off against any sum payable to the consultant under this contract.

15. **Standard of Performance :**

The consultant shall perform the services and carry out its obligation with all due diligence, efficiency and economy, in accordance with generally accepted professional practices.

16. **Performance Security :**

- (i) As security for the due and faithful performance and discharge of all obligations in terms of provision of the contract, 10% Performance Security of the contract agreement/consultancy fees/awarded amount in the form of FDR shall be furnished by the successful consultant to the authority no later than the date specified in the letter of award. The Performance Security shall be in the form of FDR issued by a bank acceptable to the Authority and shall be valid until a date pursuant to completion of the assignment.
- (ii) If the successful bidder fails to perform the services satisfactorily in accordance with the provision of this agreement, the Performance



Security shall be forfeited.

- (iii) The Performance Security will be released within 15 days of successful completion of the assignment if the performance of the successful bidder is found to be satisfactory & in accordance with provisions of the contract.

**17. Right to limit the Scope of the Consultancy :**

M.C. Shimla reserves the right to limit the Scope of Consultancy to full or part. The Consultant will not be entitled to claim any compensation on account limiting the Scope of Consultancy.

**18. Variation & Changes in Scope of Services :**

M.C. Shimla shall have the power to make any variations, alternations, omissions, additions to or substitutions in the original Scope of Services as per actual requirement during the time schedule and the Consultant shall be bound to carry out the variations in accordance with instructions given by M.C. Shimla. Such alternations / additions / substitutions shall not invalidate the contract and shall be carried out by the consultant on the same conditions in all respects.

For payment of variations, the Consultant shall provide a quotation (with breakdown of unit rates) for carrying out variations. M.C. Shimla shall examine the quotation and approve the rates for the variation.

**19. Payment Terms :**

The schedule of payments to the Consultant shall be as under:

S. No.	Stage	%age of Consultancy fee to be paid
1	On Completion of State-1	50% of total consultancy fee payable.
2	On Completion of Stage-2	50% of total consultancy fee payable.



Note:

- (i) Payment for Stage-1 and Stage-2 shall be released only after completion of that Stage.
- (ii) Municipal Corporation Shimla will not bear the fees of any kind of drawing vetting apart from the bid amount. The consultant/consultancy firm will get the drawing approved from the competent authority on its own level. The expenditure on account of rough/approved drawings will be borne by the consultant/consultancy firm. The consultant/consultancy firm is required to quote their offer including all expenses required for preparations of documents & approval of drawings.

20. **Disputes Resolution Mechanism:**

If any dispute or difference arises concerning this agreement, its interpretation or payment to be made there-under, the parties shall make every effort to resolve the same amicable by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, either of the parties may make a request to the other party of its intention to commence arbitration. In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred for arbitration to the Superintending Engineer of the circle of the HP Public Works Department concerned for the time being and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery of deduction of money, only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

21. **TERMINATION:**

- (i) The Authority or the Consultant may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, notice in writing shall be served by either party on the other party



- clearly mentioning the particular grounds of Breach of Contract.
- (ii) Fundamental breaches of Contract include, but shall not be limited to the following:
    - (a) the Consultant fails to complete the assignment as per Scope of the Work;
    - (b) the standard of performance of the Consultant, in the judgment of the Authority, is unsatisfactory; and
    - (c) If the Consultant, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
    - (d) If the Consultant commits any acts of defaults with respect to conditions of contract.
  - (iii) Notwithstanding the above, the Authority may terminate the Contract for convenience.
  - (iv) If the Contract is terminated the Consultant shall stop work immediately.
  - (v) After the termination of the contract under this clause, the Authority shall be at liberty to get the balance work executed through some other Consultant or to abandon the balance work altogether or to modify the scope of the work in any manner. The Consultant shall have no claim against the Authority in this regard.

## **22. PAYMENT UPON TERMINATION:**

- (i) If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the performance security shall be forfeited and got encashed.
- (ii) If the Contract is terminated at the Authority's convenience or because of a fundamental breach of Contract by the Authority, the Authority shall issue a certificate for the value of the work done. The advance payment received upto to the date of the certificate, other recoveries due in terms of the contract and the taxes due to be deducted at source as per applicable law, shall be deducted from the value of the work.



23. **No Compensation for Alteration in or Restriction in Works:**

- (i) If at any time after the commencement of the work the Authority, for any reason whatsoever, does not require the whole Work or part thereof to be carried out, the Authority shall give notice in writing of the fact to the Consultant, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out.



Joint Commissioner,  
Municipal Corporation,  
Shimla