

Request for Proposal (RFP)

For

**“Installation and Maintenance of Living Green
Wall & Rooftop Lawn in Buildings & Public
Spaces in Ujjain”**



Ujjain Smart City Limited, Ujjain

January, 2018

**Ujjain Smart City Limited, Ujjain
Mela Office, Kothi Road, Ujjain (M.P.)**

**Notice Inviting Tender
3rd Call**

NIT No:USCL/ 36

Dated: 09/01/2018

Ujjain Smart City Limited invites proposal from reputed firms for: **“Installation and Maintenance of Living Green Wall & Rooftop Lawn in Buildings & Public spaces in Ujjain”**

Important details are as follows:

Cost of Tender Document	Rs. 5,000/-
Earnest Money Deposit (EMD)	Rs. 40,000/-
Purchase of Tender Start Date	09/01/2018
Pre-bid Meeting	12/01/2018 12:00 at MELA office, Kothi Road, Ujjain
Purchase of Tender End Date	22/01/2018 upto 17:00 hrs
Financial and Technical Bid Submission End Date (Online)	22/01/2018 upto 17:30 hrs
Technical Bid Submission End Date (Physical Only)	23/01/2018 upto 17:00 hrs
Technical Bid Opening Date and Time	23/01/2018 after 17:00 hrs
Financial Bid Opening Date and Time	To be notified

Note: Refer to e-procurement website: www.mpeproc.gov.in for further details.

Executive Director,

Ujjain Smart City Limited, Ujjain

A. Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of Ujjain Smart City Limited, Ujjain is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Ujjain Smart City Limited, Ujjain, to the prospective Bidder or any other person. The purpose of this RFP is to provide interested firms with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Bidder is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Ujjain Smart City Limited, Ujjain, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Ujjain Smart City Limited, Ujjain, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

Ujjain Smart City Limited, Ujjain, 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 RFP.

The issue of this RFP does not imply that Ujjain Smart City Limited, Ujjain, is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Installation and O&M and Ujjain Smart City Limited, Ujjain, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Ujjain Smart City Limited, Ujjain, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Ujjain Smart City Limited, Ujjain, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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B. Key Dates

Purchase of Tender Start Date	As per NIT
Pre-Bid Meeting Date	As per NIT
Purchase of Tender End Date	As per NIT
Physical Technical Bid Submission End Date	As per NIT
Online Bid Submission End Date	As per NIT
Presentation Date	As per NIT
Technical Proposal Open Date	As per NIT
Financial Bid Open Date	As per NIT

Note: The above Key Dates are indicative, Ujjain Smart City Limited, Ujjain shall change the Key Dates as per their requirements. In case of any amendment, the responsibility lies with the Bidder to visit www.mpeproc.gov.in regularly and Ujjain Smart City Limited, Ujjain shall have no responsibility for any delay/omission on part of the Bidder.

C. Instruction to Bidders for e-Tendering

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

E-Tendering:

- For participation in e-tendering module of Ujjain Smart City Limited, Ujjain, it is mandatory for prospective Bidder to get registration on website www.mpeproc.gov.in. Therefore, it is advised to all prospective Bidder to get registration by making on line registration fees payment at the earliest.
- Tender documents can be downloaded from website www.mpeproc.gov.in. However, the tender document of those Bidder shall be acceptable who have made online payment for the tender documents fee, as mentioned in brief NIT, without which bids will not be accepted.
- Service and gateway charges shall be borne by the Bidder.
- As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a Class III Digital Certificate shall be required to bid for all tenders solicited electronically. If the Bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities mentioned on http://cca.gov.in/cca/?q=licensed_ca.html. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Ujjain Smart City Limited, Ujjain, shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.
- If Bidder is bidding first time for e tendering, then it is obligatory on the part of Bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- Bidder are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- Bidder must positively complete online e-tendering procedure at www.mpeproc.gov.in
- Ujjain Smart City Limited, Ujjain, shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- For any type of clarifications Bidder can visit www.mpeproc.gov.in and held desk contract No. 18002748484 and 18002745454.

Submission of EMD, Technical Proposal and Financial Proposal must be submitted online. This envelope should be submitted online till date of submission and opening against each tender (as per Key Schedule). Tenders received within specified time (e-tender) shall only be opened on the date/time specified in Bid Data Sheet/Key Dates.

The prospective Bidder will upload scanned self-certified copies of requisite documents as required in e-tendering process. The tenders received without pre-requisite EMD and tender cost shall not be accepted. The tender documents fees shall not be refunded.

Tender Fee and Earnest Money Deposit:-

- The Tender fee, as mentioned in the NIT, is to be submitted by Bidder by making Online Payment only against NIT No: As indicated in NIT.
- The EMD of amount, as mentioned in the NIT, is to be submitted by Bidder by making Online Payment only against NIT No: As indicated in NIT.
- No Proposal will be accepted without valid Bid Security/Earnest Money Deposit (EMD) and Tender Document fee paid Online.

Technical Bid: -Bidders must positively complete online e-tendering procedure at www.mpeproc.gov.in. They will have to submit the documents as prescribed in the RFP, online in the website.

- The Technical Proposal will be submitted online and in hard copy, Proposal must be submitted as per prescribed format in Bid-Data Sheet. The Technical Proposal shall be opened online at the notified date. The Bidder can view the opening date by logging into web-site.

Price Bid: - Bidder must submit the Price bid document as per the format given in RFP/available Online and uploaded as per instructions therein. **Physical submission of price bid will not be considered and will result in disqualification of the Bidder. No reference of Price Bid should be anywhere mentioned in the Technical Bid. Any Indication of Price Bid in the technical proposal shall result in disqualification of the Bidder.** The price bid of technically qualified Bidder shall be opened online. The Bidder can view the price bid opening date by logging into web-site.

- Executive Director, Ujjain Smart City Limited, Ujjain, reserves the right for extension of due date of opening of technical bid.
- On the due date of e-tender opening, the technical bid of Bidder, EMD and tender fee will be opened online.
- In case, due date for opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the conditions of RFP by the Bidder shall not be allowed and such tender shall be liable for rejection.

For amendment, if any, please visit www.mpeproc.gov.in web site regularly. In case of any bid amendment and clarification, the responsibility lies with the Bidders to note the same from web site of www.mpeproc.gov.in. Ujjain Smart City Limited, Ujjain, shall have no responsibility for any delay/omission on part of the Bidder.

Annexure A: Bid Data Sheet (BDS) and Instructions to Bidders

1. Bid Data Sheet (BDS) and Instructions to Bidders

1	Name of the Client: Ujjain Smart City Limited (USCL), Ujjain																																										
2	Method of selection: Least Cost Selection (LCS)																																										
3	Financial Proposal to be submitted together with Technical Proposal: Yes Note: Financial and Technical proposal must be submit online. Technical Proposal should also be submitted in hard copy. Payments of EMD and tender document fees to made online only.																																										
4	Title of Consulting Service is: "Installation and Maintenance of Living Green Wall & Rooftop Lawn in Buildings & Public spaces in Ujjain"																																										
5	Client Representative: UJJAIN SMART CITY LIMITED (UMC), UJJAIN Executive Director, Ujjain Smart City Limited, Ujjain Mela Karyalay, Kothi Road, Ujjain (M.P.)																																										
6	The Cost of Tender Document/RFP (as mentioned in NIT) should be paid online as per Key Dates through www.mpeproc.gov.in																																										
7	Pre Bid meeting will be held: Yes (Dates as per Brief NIT) Bidder shall also mail their Queries on USCL email address in the following format: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6">Pre-Bid Queries – Tender No – Tender Name</th> </tr> </thead> <tbody> <tr> <td colspan="3">Bidder Name (Organization) and Address</td> <td colspan="3">Mobile No</td> </tr> <tr> <td colspan="3">Representative Name</td> <td colspan="3">Email Id</td> </tr> <tr> <th colspan="6">Queries</th> </tr> <tr> <th>S.L. No</th> <th>Page No</th> <th>Section No</th> <th>Clause No</th> <th>Actual Clause in the RFP</th> <th>Clarification Sought / Amendment Requested</th> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Pre-Bid Queries – Tender No – Tender Name						Bidder Name (Organization) and Address			Mobile No			Representative Name			Email Id			Queries						S.L. No	Page No	Section No	Clause No	Actual Clause in the RFP	Clarification Sought / Amendment Requested	1						2					
Pre-Bid Queries – Tender No – Tender Name																																											
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S.L. No	Page No	Section No	Clause No	Actual Clause in the RFP	Clarification Sought / Amendment Requested																																						
1																																											
2																																											
8	Proposals must remain valid for 120days after the submission date indicated in this Bid Data Sheet.																																										
9	The Bidders are required to include with its Proposal, written confirmation of authorization to sign on behalf of the Bidder: Yes																																										
10	Joint Ventures or Consortia or Sub-contracting are permissible: Joint Venture (JV) or Consortia or Sub-contracting is Not allowed																																										
11	Bidders Eligibility Criteria: Applicable Technical Eligibility <ol style="list-style-type: none"> 1. The Bidders should have a registered firm and should have a permanent place of business. 2. The firm should have relevant documents for the purpose of taking up Horticulture/gardening work in M.P. (Copies to be enclosed). 3. Experience of successfully completed at least 5 similar works during the last 2 years and current year- 2015-16, 2016-17, 2017-18. 																																										

	<p>4. <i>Similar works means such horticulture/gardening work in a Central Govt/State Govt Department / Office; in a PSU or in any private works :-</i></p> <p><i>2 projects with 3 lakhs project cost each</i></p> <p><i>3 projects with Cumulative value of 3 Lakhs</i></p> <p><i>Note: Bidder must submit Work Order / Agreement / Completion Certificate as proof of Experience eligibility conditions mentioned in point no. 3. Bidder must submit Scanned documents in support of each of the above eligibility conditions. This should be enclosed with the Technical Bid.</i></p> <p>Financial Eligibility</p> <p>1. Average annual turnover of the Bidder in Past three financial years shall be minimum 30,00,000 /- (Rs. Thirty Lakhs only)</p> <p>2. Past three financial years shall be 2014-15, 2015-16, 2016-17 (ref form B.3)</p>
12	<p>The Bidders must submit their Technical Proposal and Financial Proposal online on www.mpeproc.gov.in. Technical Proposal Copy should be submitted in Hard Copy also.</p> <p>Note: If financial bid is submitted manually or if financial bid is anywhere disclosed in the technical bid, then bid may be rejected.</p>
14	<p>A Bid Security must be submitted: Yes</p> <p>The amount of the Bid Security is <i>as mentioned in the NIT</i> and the duration for validity of Bid Security is 120 days.</p>
15	<p>Bid Security has to be paid Online through www.mpeproc.gov.in</p>
16	<p>A Performance Security in the form of Bank Guarantee is to be submitted by the winning Bidder upon signing of Contract: Yes</p>
17	<p>If yes, the amount will be 5% of the contract value (excluding of EMD); this may be provided as 100% Bank Guarantee.</p> <p>Bank Guarantee will be made in the name of: Executive Director, Ujjain Smart City Limited, Ujjain and drawn on a Scheduled Commercial / Nationalized Bank with a branch office in Ujjain</p>
18	<p>Tender Purchase Online date and time: As per key dates</p>
19	<p>Proposals must be submitted no later than the following date and time: As per key dates.</p>
20	<p>Address for submission of Hard Copy of Technical Proposals:</p> <p>Room No. 16 Ujjain Smart City Limited, Ujjain Mela Karyalay, Kothi Road, Ujjain (M.P.)</p> <p>In Online System at:</p> <p>https://www.mpeproc.gov.in/</p>
21	<p>Expected date for public opening of Technical Proposals: As per brief NIT</p>
22	<p>Expected date for public opening of Financial Proposals (if Applicable) : As per brief NIT</p>
23	<p>Expected date for commencement of services: [To be Notified]</p>

24	Financial proposal is invited on Per Unit Rate basis for the mentioned Scope of Work.
25	For any additional Clarifications please contact the following Office: Chief Executive Officer, Ujjain Smart City Limited, Ujjain Mela Karyalay, Kothi Road, Ujjain (M.P.) Email: ujjainsmartcity@gmail.com

2. Evaluation Criteria of Technical Proposal:

Bidder meeting all the criteria mentioned in clause 11 of Bid Data Sheet (BDS) will be Technically Eligible for Technical Evaluation. Experience of Bidder shall be evaluated as per following 7 categories:

S.L. No	Details	Maximum Marks
1	Number of Similar Projects of successful installation 1) Less than 5 projects – 10 marks 2) 5 – 10 Projects – 20 marks 3) More than 10 Projects – 30 marks	30
	Government Projects –	10
2	Square feet of Similar Projects, the company has offered 1) Till 15,000 sq. ft- 10 marks 2) 15,000 sq. ft - 30,000 sq. ft- 20 marks 3) More than 30,000 sq. ft- 30	30
3	Experience of maintaining number of Similar Projects at least for a Year 1) Up to 4 Projects – 10 marks 3) More than 4 – 20 marks	20
4	Experience of at least 1 Growth promotion, pest management, disease management and leaf-shine in Similar Projects	10
	Total	100

Note: for all the above mentioned evaluation Criteria, bidders must submit documental evidence in the form of Client Certificate / Work Order / Completion Certificate / Agreement (refer form tech B. 4.)

3. Instructions to the Bidder

1. Introduction	1.1 The Bidders are invited to submit Technical Proposal and Financial Proposal, as specified in the Data Sheet. The Proposal shall be the basis for contract negotiations (if any needed) and ultimately for a Signed Contract with the selected Bidder.
	1.2 The Bidder shall bear all costs associated with the preparation and Submission of its Proposal and contract negotiation.
	1.3 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract

	without thereby incurring any liability to the Bidder.
Eligible Bidder	<p>1.4 A Bidder may be a private entity as Partnership, Proprietary, or a Company incorporated under Indian Companies Act 1956, which is eligible as per the eligibility criteria's specified in the Bid Data Sheet. (refer form Tech B.6)</p> <p>1.5 Government-owned enterprises in India may participate as a Bidder only if they can establish that they: a) are legally and financially autonomous, b) operate under commercial law, and c) are not dependent agencies of Municipal Corporation (MC), UDED, GoMP, MoUD, Gol.</p> <p>1.6 A firm declared ineligible by the Government of India or GoMP or MC or its departments and subsidiaries shall be ineligible to provide consulting services under MC.</p> <p>1.7 Bidder shall provide such evidence of their continued eligibility satisfactory to the Client, as the Client shall reasonably request.</p>
Disclosure	<p>1.8 Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.</p> <p>1.9 Bidder must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.</p> <p>1.10 Bidder's must disclose if they have been convicted of or are the subject of any proceedings relating to:</p> <ul style="list-style-type: none"> a) a criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct; b) corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with UDED, MC or any other donor of development funding, or any contracting authority; c) Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
Anticorruption	<p>1.11 A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases MC will</p>

	declare the Bidder and/or members of the consortium ineligible, either indefinitely or for a stated period of time and Bidders will be blacklisted
Only one Proposal	1.12 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. This also prohibits the inclusion of an individual experts, in more than one proposal.
2. Clarification of RFP Documents	2.1 Bidders may request clarification of any of the RFP documents up to a specified number of days before the submission date as indicated in the Bid Data Sheet. Any request for clarification must be sent in writing, including by standard electronic means, to the Client's Representative whose address is provided in the Bid Data Sheet. The Client will respond by standard electronic means within the period specified in the Bid Data Sheet, and will upload the response (which may include an explanation of the query, without identifying the source of inquiry) to all Bidders who have formally indicated that they intend to submit a Proposal. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure set out under Clause 2.2 .
Amendment in RFP Documents	2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing, including by standard electronic means.
	2.3 Any addendum will be sent to all Bidders who have purchased the RFP Document and will be binding on them. Bidder shall acknowledge receipt of all amendments in writing, including by standard electronic means, in order to remain eligible.
	2.4 To give Bidder reasonable time in which to take an addendum into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of the Proposals, pursuant to Clause 5.32 and 5.33
3. Preparation of Proposals Language of proposals	3.1 The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English (if the Language is other than Hindi), in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.
Cost of Bidding	3.2 The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

4. Deleted	Deleted
	4.1 Deleted
5. Instructions for submission of Proposal	5.1 These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents.
	5.2 Proposals must be received online and in hard copy(Only technical proposal to be submitted in hard copy) before the deadline specified in the Data Sheet/Key Dates to tender.
Documents comprising the Proposal	5.3 The Technical Proposal should contain all the documents as per the Bid Data Sheet in the requisite format and should be uploaded in PDF format. Price Bid or any such reference should not be included in Technical Proposal (both in online and in hard copy).
	5.4 The Financial Proposals for all qualifying Technical Proposals will be opened online as per key schedule which is tentative and subject to change if required.
Technical Proposal (see Annexure B)	<p>5.5 The Technical Proposal shall contain the following:</p> <p>Section 1- Responsiveness:</p> <ul style="list-style-type: none"> • Covering Letter (in Form Tech B.1); • Experience/ Capacity of Firm to undertake tasks including Eligibility Fulfillment with documentary evidence, GST registration Number and Income Tax Registration, Empanelment's and Registrations of Bidder etc. (in Form Tech B.4), <p>Section 2 - Technical and Financial Capacity:</p> <ul style="list-style-type: none"> • Certificate of Financial Capability Audited Balance sheets with Auditors Reports for last three years (in Form Tech B.3) • Project detail sheets outlining previous experience of the firm in similar projects for each type of category mentioned in Bid Data Sheet completed during the last five years (in prescribed format) (Form Tech B.2); <p>Section 3 - Matters not appropriate in any other section:</p> <p>This includes:</p> <ul style="list-style-type: none"> • Letter of Authorization, disclosures, if any; and • Declaration of conflict of interest, if any. <p>Section 3 should not include any promotional material, brochures, etc. An authorized representative of the Bidder shall initial all pages of the Technical Proposal</p> <p>Each Section should be properly marked and properly segregated</p>

	<p>5.6 No mention of your financial proposal should be made anywhere in the Technical Proposal, unless specified in the Bid Data Sheet; non-confirmation will result in automatic disqualification of the Bidder's Proposal.</p>
Financial Proposal (see Annexure C)	<p>5.7 The Financial Proposal must be submitted online for Fees to be charged for this assignment. The Financial Proposal shall contain the following: Section 1: Confirmation of acceptance of Conditions of Contract (Form Fin 1); Section 2: Quote/Pricing as specified in Bid Data Sheet as per prescribed formats (Form Fin 2)</p>
	<p>5.8 An authorized representative of the Bidder shall initial/Digitally signed the Financial Proposal.</p>
	<p>5.9 All activities and items described in your Technical Proposal must be priced. For non-material omissions, any activities or items described in the Technical Proposal but not priced shall be assumed included in the prices of other activities or items.</p>
Submission Instructions	<p>5.10 Bidders are expected to carefully review the contract provisions attached in the RFP for preparation of their Technical and Financial Proposals.</p>
	<p>5.11 Bidders are required to submit their Technical Proposals online and in hard copy also. Bidders are required to submit the Affidavit and Authority Letter in Hard Copy and Online also, as specified in the Bid Data Sheet</p>
	<p>5.12 Bidders are required to submit their Technical Proposals in soft copy online in Adobe Acrobat (PDF) format only, as specified in the Data Sheet. The Financial Proposal must be submit Online Only.</p>
Proposal prices	<p>5.13 All prices should be valid for the duration specified in the Bid Data Sheet.</p>
Taxes	<p>5.14 All prices quoted should be Exclusive of the GST and price structure if specified in the Bid Data Sheet.</p>
	<p>5.15 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet or Standard Contract Document.</p>
Currency of the Proposal	<p>5.16 Proposal prices shall be quoted in Indian Rupees as specified in Bid Data Sheet</p>
Proposal validity	<p>5.17 Proposals shall remain valid for the period specified in the Bid Data Sheet commencing with the deadline for submission of Technical and</p>

	Financial Proposals as prescribed by the Client.
	5.18 A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
	5.19 In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidder to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.
	5.20 During the Proposal validity period, Bidder shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.
Format and Signing of Proposals	5.21 These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Bid Data Sheet, Annexure D – Terms of Reference, Annexure E – Standard Contract Documents and other accompanying documents.
	5.22 In case of any discrepancies between online submission and hard Copy submission, online Submission will prevail.
	5.23 Deleted
	5.24 The Financial and Technical Proposal shall be digitally signed and submitted online.
	5.25 If the Financial Proposal is physically submitted the Proposal will be rejected.
	5.26 The Technical Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to the Technical Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal, except for not amended printed literature, shall be signed or initialed by the person signing the Proposal.
	5.27 Any inter lineation, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.
	5.28 Deleted
Sealing and marking of Proposals	5.29 All pages of Technical Proposal Shall be signed and sealed by the authorized representative.
	5.30 The Technical Proposal should be properly sealed and marked. Name of Project should be properly marked in inverted commas, Name and Address of Bidder should be mentioned. Any proposal if found open

	(not properly sealed) at the time of submission shall be rejected.
Deadline for of Proposals	5.31 Technical Proposals must be submitted online and physically as specified on the Bid Data Sheet/Key dates.
	5.32 The Client may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP in accordance with Clause 2.2 , in which case all rights and obligations of the Client and Bidder subject to the previous deadline shall thereafter be subject to the deadline as extended.
	5.33 From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.
Late Proposals	5.34 The Client will not consider any Proposal that arrives after the deadline prescribed by the Client for submission of Proposals in the Bid Data Sheet. Any Proposal received after the respective deadline for submission shall not be accepted.
Withdrawal Proposals	5.35 A Bidder may withdraw its Proposal after it has been submitted by following the respective process of WITHDRAWAL under the https://www.mpeproc.gov.in/
	5.36 Proposals that are withdrawn in accordance with Clause 5.35 shall be not be opened.
	5.37 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Bid Data Sheet or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.
6. Opening Proposals	6.1 Both Technical and Financial Proposal will be opened online only as per the dates mentioned in Bid Data Sheet/Key Dates.
Opening of Technical Proposals	6.2 The proposal which are 'WITHDRAWAL' will be not be opened, and will be recorded for Proposals not to be opened. No Proposal shall be withdrawn unless the corresponding Withdrawal request is made under https://www.mpeproc.gov.in/
	6.3 The Technical Proposals shall be opened online, and the following will be recorded: <ul style="list-style-type: none"> I. The name of the Bidder II. Eligibility of the Bidder

	6.4 Technical Proposals which are rewarded the minimum qualifying marks according to the evaluation criteria provided in Clause 7.7 and 7.8 below shall qualify for opening of Financial Proposals.
Opening of Financial Proposals	6.5 The Financial Proposals of all non-qualifying Bidder will not be opened.
	6.6 Under LCS, all Bidders with qualifying Technical Proposals shall be informed through standard electronic means, of the date for opening of their Financial Proposals Online.
	6.7 All Financial Proposals shall be scrutinized for any non-conformity, and modifications, if any, shall be made in accordance with Clause 7.5 .
7. Evaluation of Proposals	7.1 Information relating to the examination, evaluation, comparison, and post qualification of Proposals, and recommendation of Contract award, shall not be disclosed to Bidder or any other persons not officially concerned with such processes until information on Contract award is communicated to all Bidder.
Undue influence	7.2 Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.
Clarification of Proposals	7.3 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response, shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, in accordance with Clause 7.5 , if required.
Non-conformities, Errors and omissions	7.4 The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
	7.5 The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis (if applicable): <ul style="list-style-type: none"> a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern

	<p>and the unit price shall be</p> <p>b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
	7.6 If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified
Evaluation of Technical Proposals	7.7 The Responsiveness (Clause 5.5: Section 1, 3 and 4) of the proposal will be checked for compliances. For all responsive proposals, Technical and Financial Capacity (Clause 5.5: Section 2) will be checked for eligibility (as mentioned in Bid Data Sheet).
Qualification of Technical Proposals	<p>7.8 To qualify in Technical Evaluation, the Bidder must score minimum of 70</p> <p>7.9 After the technical evaluation is completed, the Client shall notify the Bidder whose Technical Proposals will be eligible for opening of Financial Proposals Online.</p>
Evaluation of Financial Proposals	7.10 Least Cost based Selection (LCS) method is used: The Technical Eligible Bidder under clause 7.8 will be eligible for opening of financial proposal. The Bidders with least quoted cost will be awarded the contract.
	7.11 Deleted
	7.12 Financial Proposals are expected to be within the budget, if specified in the Bid Data Sheet.
Client's right to accept any Proposal, and to reject any or all Proposals	7.13 The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidder.
8. Award of Contract	8.1 Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder(s), in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidder of the results of the bidding.
Notification	8.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
Negotiations	8.3 The successful Bidder may be informed (if required) in writing of the date, place and time for negotiations/clarifications, if any.

	Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
	8.4 The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with Clause 8.3 .
	8.5 Negotiation will include only technical negotiations and no financial negotiation.
Availability of personnel	8.6 The Bidder shall confirm the availability of all personnel as indicated in its Proposal.
	8.7 The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable, or for reasons such as death or medical incapacity. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and must be submitted to the Client within the period of time specified in the Letter of Invitation to negotiate.
	8.8 Failure to meet either of these requirements may result in disqualification.
Signing Contract	8.9 Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special Conditions of Contract (draft attached in this RFP)
	8.10 Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
	8.11 All formalities of negotiation and signing of contract will be completed within fifteen working (15) days of notification of award.
Start date	8.12 The Bidder is expected to commence the Services on the date and at the location specified in the Bid Data Sheet.
Other Conditions	<p>9.1 On completion of the contract in all respect, the performance Security Deposit will be returned to the Agency after 60 days from the completion of all contractual obligation (without any interest) subject to satisfactory performance and after all the items, which may have been issued to the Agency and other property belonging to USCL, are received back in the same condition as were received by the Agency. Any loss/damage to the items/property of USCL shall be recovered from the Agency.</p> <p>9.2 i). The Agency shall fully comply with all the applicable laws/rules and regulations relating to Contract Labour (Regulation and obligation) Act 1970 and Contract Labour (R&A) Central rule 1971, Provident</p>

fund Act including the payment of PF contribution, payment of bonus act, minimum wages act, workmen compensation act, ESI act, essential commodities act, migrant labour act and/ or such other act passed by the Central, State, Municipal or Local Govt. agency including TDS as per Income Tax act applicable from time to time.

ii) The Agency shall be responsible for proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under minimum wages act and payment of wages to his workman deputed for the work and furnish necessary records as and when asked for.

9.3 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration. In Such situation the Arbitrators shall be appointed by the USCL and/or UMC. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

9.4 In case of failure of the Agency/firm to comply with the provision of the terms and conditions mentioned in this Tender Document or the Agreement to be signed between USCL and the Successful Bidder, the Competent Authority of this Ministry reserves the right to terminate the contract and to forfeit the performance security & to blacklist the firm.

9.5 The Agency shall not be entitled to assistance either, in the procurement of raw materials required for the fulfilment of the contract or in the securing of transport facilities and in terms of provision of space required for storage of Raw Materials the Agency will be responsible for it and if necessary may seek help from UMC. It is sole responsibility of the UMC to either agree or disagree to help in this matter.

9.6 The Agency / agency will be responsible for compliance of all laws, acts and rules made there under, statutory orders issued from time to time in relation to the environment and man-power deployed by them for performance of the job under reference and the USCL will have a right to be indemnified in respect of any consequences resulting from any breach or violation by the Agency of such rules,

	<p>statutory obligations etc.</p> <p>9.7 Except supply of free water by the USCL/UMC in the garden, all other inputs like fertilizer, sapling, seeds and all tools & instruments used for growing flowers & plantation or for cutting grass & removing weeds, are to be supplied by the Agency and disposing off the wastes are to be borne by the Agency as per prevailing SWM mechanism in Ujjain.</p> <p>9.8 UMC will provide Water free of cost. The Agency will be responsible for storage and its distribution to project site(s).</p> <p>9.9 The Agency will be responsible for such conduct of the persons engaged by him in the selected buildings for implementation and maintenance, which will be conducive for maintaining as harmonious atmosphere as expected in the buildings to be implemented and will be responsible for any act & omission of such persons.</p> <p>9.10 In the event of any violation of laws, rules, statutory provision by the Agency, this will amount to breach of contract and in such case, UMC/USCL will provide reasonable notice and opportunity before taking any actions.</p> <p>9.11 Service provider will be required to take adequate preventive measures so that the buiding(s)/structure(s) are not affected due to the project activities. Failure on the part will invite a penalty to the amount equivalent to restore the structurein the desired condition. This penalty will be deducted from the performance guarantee and/or could also be recovered from other payments. USCL can also consider termination of the Contract and forfeit the entire Performance Security.</p> <p>9.12 For effective and efficient operation of the Horticulture Services in Ujjain, the agency will provide dedicated manpower who will be responsible for its maintenance.</p>
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Annexure B: Submission Forms

1. Tech B.1: Covering Letter

[Location, Date]

To: [Name and address of Client]

Subject: - **Technical Proposal for [Insert title of assignment]**

Dear Sir / Madam

We, the undersigned, offer to provide the Consulting Services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[Insert Date]** and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and a Financial Proposal.

We hereby declare that we have read the Instructions to Bidder included in the RFP, and abide by the same, and specifically to conditions mentioned **[In case of any declaration, reference to concerned document attached must be made].**

We hereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification.

We confirm that all personnel named in the tender will be available to undertake the services.

We undertake, if our Proposal is accepted, to initiate the Consulting Services related to the assignment not later than the date indicated in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature **[In full and initials]:**

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

2. Tech B.2: Project Detail Sheet

Category: <i>[insert similar assignment category as specified under Eligibility and evaluation criteria mentioned in Bid Data Sheet]</i>	
Assignment Name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	
Area Covered in Sq. Ft:	
Address:	
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff in the assignment* (Type of Plants, Manner of Maintenance, any innovations involved, Photographs):	

3. Tech B.3: Financial Capability of Bidder

Name of Bidder	Annual Turnover (from similar assignments)				
	Year 1 (2014-15)	Year 2 (2015-16)	Year 3 (2016-17)	Total	Average

Certificate from the Chartered Accountant

This is to certify that _____ has received the payments shown above against the respective years on account of professional fees.

Name of the Audit Firm:

Seal of the audit firm

Date:

Signature:

Name :

Designation:

Note: Attach Audited Balance sheets with Auditors Reports for last three years as Documentary evidence in Support

4. Tech B.4: Details of Bidder

Sr. No.	Particulars	Details
1	Name of Firm	
2	Country of Incorporation / Registration <i>(Please attach documentary evidence)</i>	
3	Date of Incorporation / Registration <i>(Please attach documentary evidence)</i>	
4	Registration Number <i>(Please attach documentary evidence)</i>	
5	Registered Address	
6	GST Registration Number	
7	Income Tax Registration	
8	Details of Other Branches (if Any)	
9	Name and contact details of Authorized Signatory <i>(Please attach authorization certificate)</i>	
10	Brief Description of Company	
11	Empanelment's of the firms (If any)	
12	Details of individuals who will serve as the point of contact/communication within the company: <i>(Including Designation and Contact number)</i>	

Annexure C: Financial Proposal Submission Forms

1. Fin 1: Confirmation of acceptance of Conditions of Contract

[Location, Date]

To: [Name and address of Client]

Subject: - **Financial Proposal for [Insert title of assignment]**

Dear Sir

We, the undersigned, offer to provide the Consulting Services for **[Insert title of assignment]** in accordance with your Request for Proposal dated **[insert date]**. We are hereby submitting our Financial Proposal,

We confirm that we accept the Conditions of Contract provided in the Request for Proposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal (120 Days from Proposal Due Date PDD) i.e., **[insert date]**.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

Authorized Signature **[In full and initials]:**

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

2. Fin 2: Financial Proposal Quote

**(This is only of reference, do not submit it
along Technical Proposal)**

Project Title: "Installation and Maintenance of Living Green Wall & Rooftop Lawn in Buildings & Public spaces in Ujjain"

S.N	Installation and O&M Services for						
1	Installation and Maintenance of Living Green Wall & Rooftop Lawn in Buildings & Public spaces in Ujjain						
2	S. No.	Works	Unit	Quantity*	Unit Rate	Total	
	1	Vertical Green					
	1.1	Installation of Vertical Green	Outdoor Creepers	Per Sq. ft	40,000 sq ft	Rs.	Rs.
			Indoor Bio-Felt	Per Sq. ft	10,000 sq ft	Rs.	Rs.
		Installation of Independent Green structure of Ficus Benjamina at Public spaces	Installation of Ficus Benjamina 8-10 ft. high 1 feet C/C Plantation	Nos	4000	Rs.	Rs.
	1.2	O&M of Vertical Green		Per Sq. ft / Month	33 months	Rs.	Rs.
	2	Rooftop Lawns					
	2.1	Installation of Roof Top Lawn (inclusive of water Proofing/civil works)		Per Sq. ft	10,000 sq ft	Rs.	Rs.
	2.2	O&M of Roof Top Lawns		Per Sq. ft / Month	33 months	Rs.	Rs.
		GRAND TOTAL					Rs.
3	<ul style="list-style-type: none"> • *The quantities mentioned are indicative and may change (+/- 20%) as per requirement of Client or site situations. Payment would be made on the basis of actual measurement on a pro rata basis. • The selection of the bidder shall be based on Grand Total. • Payment shall be made on Item Rate Basis on the total quantity of works executed. • All the payments should be done as per Section 5: Schedule of Payment 						

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Annexure D: Terms of Reference (TOR)

Ujjain Smart City Limited is seeking proposals for 'Supply, Installation, and Maintenance of Living Green Wall and Rooftop Lawns in buildings and public places in Ujjain' to promote sustainable climate change adaptation strategy for urban areas. This would include a) vertical garden on identified buildings, b) rooftop lawns on identified buildings and c) other potential public spaces.

Scope of Work

The Scope of Work intends to define the work activities as accurately as possible. During developing the proposals, the Bidder is encouraged to use innovation and propose revisions/alternatives that are considered beneficial to the project.

- High-density living green walls at the identified buildings and rooftop lawns will be developed in Ujjain under Ujjain Smart City Limited.
- The selected agency will be responsible for supply, installation, and maintenance of living green walls and rooftop lawns in buildings already identified. So far two buildings have been identified. For having an estimate of the work involved, the interested parties may visit the identified buildings on any working day before submitting their bids.
- The selected agency will be responsible for supply, installation, and maintenance of living green walls and rooftop lawns in other potential government buildings, upon approval from USCL, in the same rate. The agency should carry-out a survey, identifying such potential buildings for implementation of this work and submit a detail technical report for USCL approval before execution of this work on a pro-rata basis.
- For every Building(s) and Public place(s) where installation of either is happening, whether its identified by the government or to be surveyed by the Agency, the Agency should produce a **Detailed Project Note** containing the **Location of the project, Type of Installation, Scale of the project** indicating the length, breadth, height, area, volume and different plants to be used, **Costing of the project** as per pro-rata base, **NOC**, etc. The structural suitability of either types of installation should be taken from the concerned engineer or any other competent authority. The **Structural Stability** of the building for intervention of Rooftop lawns shall be verified and included in the NOC. The **BOQ** should be included in the Note in case of installation in public places
- The selected agency will also be responsible for supply, installation, and maintenance of living green wall structures in other potential public spaces such as toilet, junction islands, bus stops, flyovers, etc. So far Ramghat and Hari Phatak- two locations have been identified. The agency should carry-out a survey, identifying such potential locations for implementation of this work and submit a detail technical report for USCL approval before execution of this work on a pro-rata basis.
- The security of such installation at public place will be mutual responsibility of both Agency and the Govt.
- The Installation of Vertical Green wall in Building(s) and Public place(s) against Wall will be on pro-rata basis and Installation of Independent Green Structure/Vertical Green Wall in Public place(s) without any Existing Wall will be as per UADD, Govt of MP SoR.
- The Agency will be responsible for any kind of civil and earth works required for installation at public places. The Civil cost will be paid off as per UADD, Govt of MP SoR.

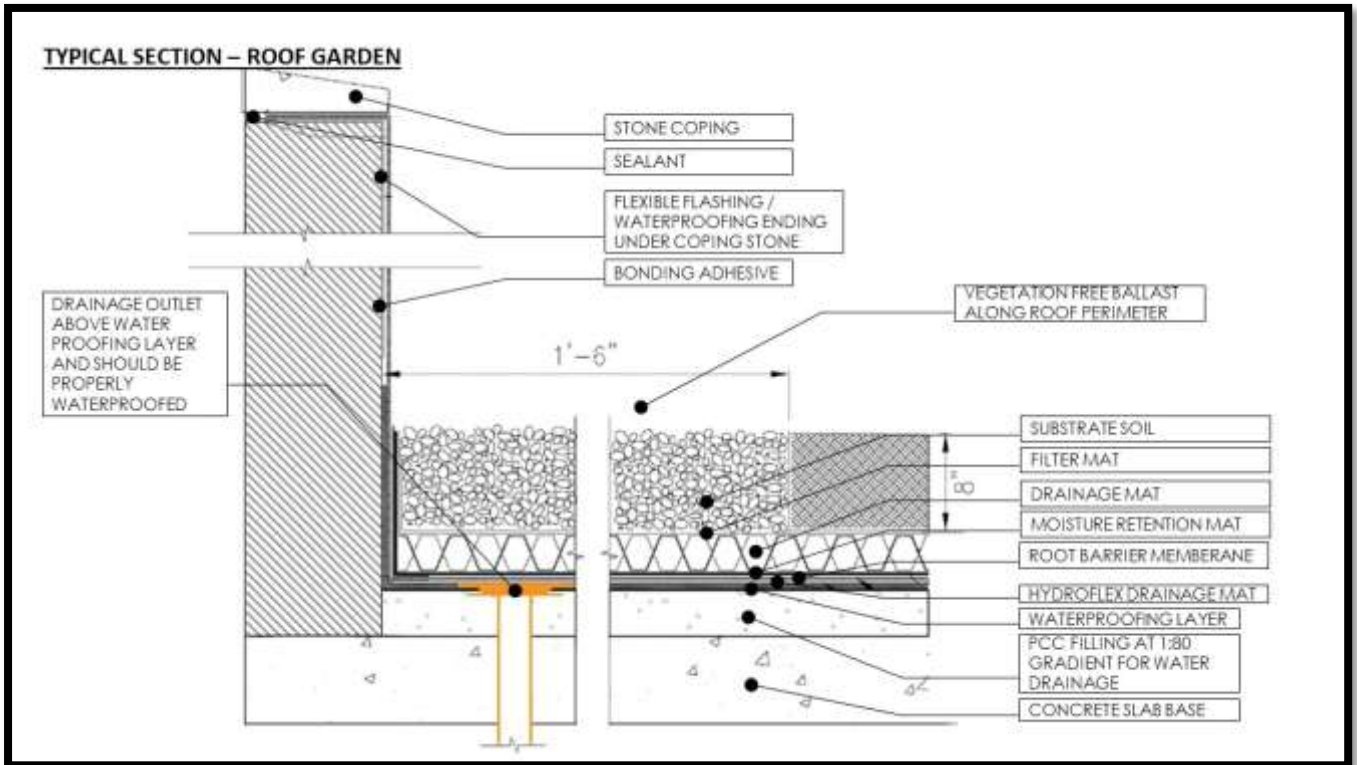
- The total period of contract would be for three years where all implementation works should be completed within first year.
- To serve the purpose of beautification, Floarabag [maxm: 12 inch (L) X 9inch (B)] use is encouraged. The Agency should ensure drip irrigation process for watering.
- The maintenance of plants, shrubs and creepers includes, up-keeping of structures, maintaining the wire-mesh framework, weeding, trimming and pruning of grass by mowing with grass cutting machines, top dressing, using of manure, fertilizers, spraying of insecticides, pesticides, fungicides, weedicides, sweeping and watering etc.
- In terms of Densification-
 - The Vertical Green Wall/ Independent Green Structures should be dense enough to provide layers of plantations, to cover the entire wire-mesh and beyond serving the actual purpose of the Aesthetic value. There should be no gaps in between and the wire-mesh should not be visible.
 - The Rooftop Lawns should be dense enough to provide carpet feel forming layers of grass, to cover the entire area of water-proof coating serving the actual purpose of the Aesthetic value. There should be no gaps in between the grass and the below surface should not be visible.
- The frame structure for the Vertical Green Wall/Independent Green Structures (galvanised steel frame) should be rust free, durable enough to with stand and support the creepers. In case of any sorts of damage the Agency will replace the structure immediately.
- The FloraBags should be maintained in proper condition. In case of damage, the Agency should replace it immediately.
- The creeper plantations for the Vertical Green wall and Independent Green structure should a mix of Thunbergia grandiflora, Combratum, Madagascar jasmine, Allamanda vine, Passilon flower, Ice cream creeper, Ipomea palmate, Ivy creeper and species approved by the Government.
- The grass for the Rooftop lawns should be of Carpet species and as approved by the Government.

USCL would be responsible for;

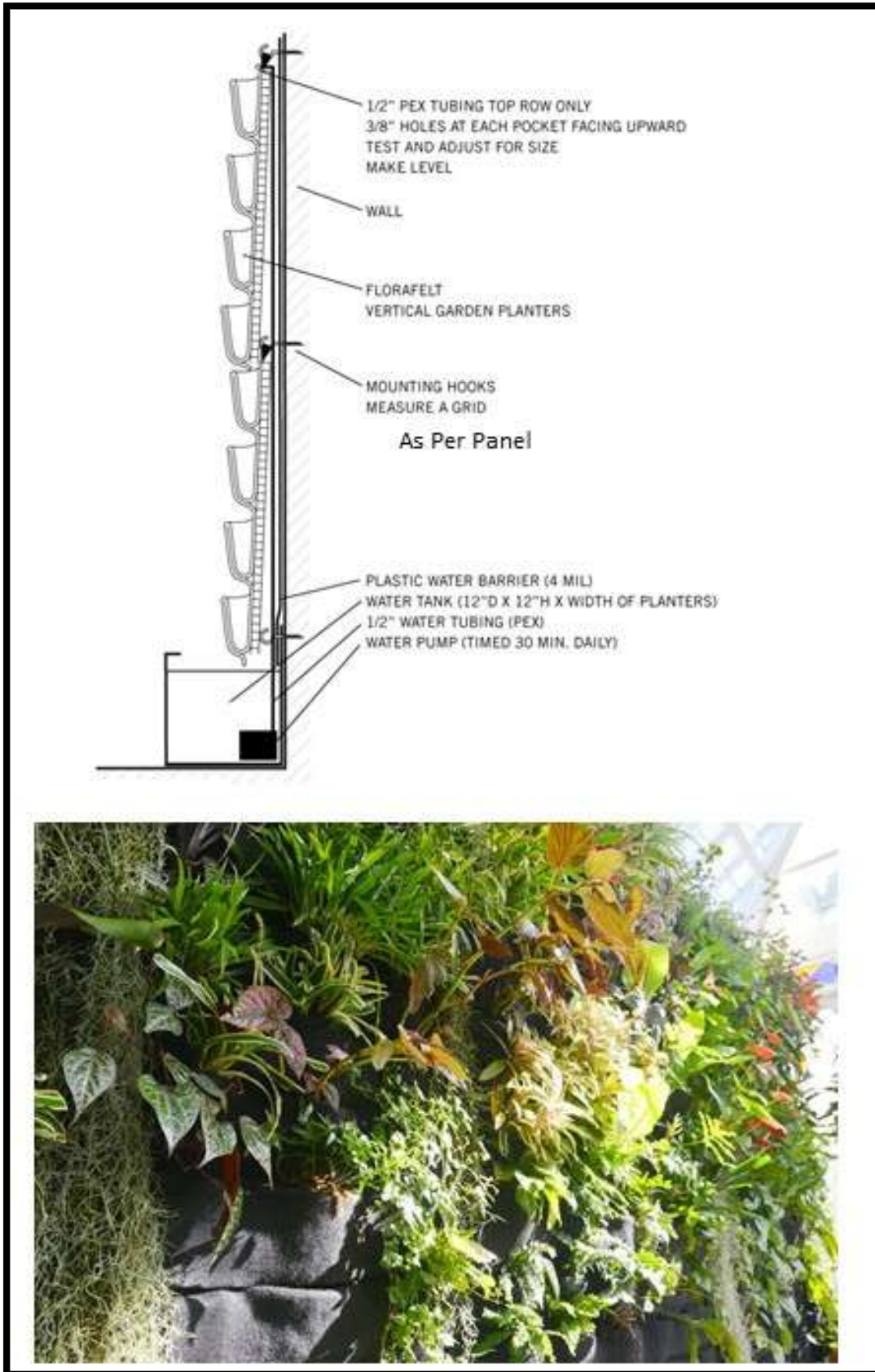
- UMC/USCL or the Concerned Building authority will provide water free of cost to the Agency for its maintenance works.
- It is the responsibility of the Agency to store and distribute the water at the implemented project site(s).
- UMC/USCL or other Concerned Authorities will definitely monitor the quality of work.

3. Designs

For Rooftop Lawns



For Vertical Green Wall



Annexure E: Standard Contract Document

1. Section1: Form of Contract

CONTRACT FOR: *[Insert Title of Consulting Services]*

CONTRACT NUMBER: *[Please insert project number]*

THIS CONTRACT is made BETWEEN: *[insert Client] (hereinafter referred to as 'the Client')*

AND: *[name of Bidder] (hereinafter referred to as 'the Bidder') [Please insert the name of the Bidder's representative and communication address of the Bidder]*

WHEREAS:

- A. Ujjain Smart City Limited, Ujjain, (UMC), Madhya Pradesh on behalf of the Superintending Engineer, Ujjain Smart City Limited, Ujjain (**'the Client'**) requires the Bidder to provide the services as defined in Section 4 (**'the Services'**); and
- B. The Bidder has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:**1. Documents**

This Contract comprises the following documents:

Section 1: Form of Contract

Section 2: General Conditions

Section 3: Special Conditions

Section 4: Terms of Reference as Mentioned in the RFP

Section 5: Schedule of Payment

Section 6: Performance Guarantee

Annexes: Detailed at Special Conditions of Contract, **Clause 2.**

This Contract constitutes the entire agreement between the Parties in respect of the Bidder's obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Bidder within **30 days** of the date of signature on behalf of the Client, Client, or participating ULBs will be entitled, at its (their) sole discretion, to declare this Contract void.

No payment will be made to the Bidder under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder, is returned to the Contract Officer.

3. Commencement and Duration of the Services

The Bidder shall start the Services on [*insert start date*] (**‘the Start Date’**) and shall complete them by [*insert end date or period*] (**‘the End Date/the Contract Period’**) unless this Contract is terminated earlier in accordance with its terms and conditions.

4. Installation and O&M Fees

5. Payments under this Contract shall be [*insert Total Amount in numbers and words*] exclusive of applicable GST and inclusive of all government taxes (national and state), as applicable (**‘the Installation and O&M Fees’**).

6. Time of the Essence

Time shall be of the essence as regards the fulfilment by the Bidder of its obligations under this Contract.

For and on behalf of Client

Signature:

Name:

Date:

For and on behalf of Bidder

Signature:

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

2. Section 2: General Conditions of Contract

Definitions and Interpretation

1. Definitions

- 'the Bidder' means the person(s), partnership(s) or company(ies) with whom this Contract is placed.
- 'the Bidder's Representative' means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Bidder.
- 'the Bidder's Personnel' means any person instructed pursuant to this Contract to undertake any of the Bidder's obligations under this Contract, including the Bidder's employees, agents and sub-Bidders.
- 'Sub-Bidder' means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Bidder.
- 'the Client's Representative' means any entity appointed by the Client to act on the Client's behalf with regard to procurement and/or management of this Contract.
- 'the Installation and O&M Fees' refers to the amount specified in Section 1 and is the amount payable to the Bidder by the Client under this Contract.
- 'the Services' means the services set out in the Terms of Reference (**Section 4**).
- 'the Project Officer' means the person named in **Section 3** who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.
- 'the Contract Officer' means the person named in **Section 3** who is responsible for all contractual aspects of the Contract, and to whom invoices should be sent.
- 'Contract Documents' means the documents listed in the Contract Agreement, including any amendments thereto.
- 'Contract Price' means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 'Contract' means the Contract Agreement entered into between the Client and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 'GCC' means General Conditions of the Contract.
- 'SCC' means the Special Conditions of Contract.
- 'Change in Control' means that the person(s) (including corporate bodies) directly or indirectly in control of the Bidder at the time this Contract is entered into cease to be in control.
- 'Control' means the power of a person to ensure that the affairs of the Bidder are conducted in accordance with the wishes of that person.

2. Interpretation

- 2.1 In the event of any inconsistency between the Form of Contract (**Section 1**), these General Conditions (**Section 2**) and the Special Conditions (**Section 3**), the Special Conditions shall prevail.
- 2.2 Except as expressly provided in **Clause 3** the Bidder is not the agent of the Client and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of the Client in any respect.
- 2.3 Nothing in this Contract is intended to make nor shall it make the Client the employer of the Bidder or any of the Bidder's Personnel.
- 2.4 All communications by the Bidder relating to notifications or applications for consents or instructions must be addressed to the Client Contract Officer whose name and address are given in **Section 3**.

Obligations of the Bidder

3. Obligations

- 3.1 The Bidder shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts.

4. Personnel

- 4.1 All members of the Bidder's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder complies with all the Bidder's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Bidder's Personnel identified as key personnel in **Section 4** of this Contract without prior written consent of the Client.
- 4.3 Replacement of personnel will only be considered under exceptional circumstances (eg: Death, Prolonged illness and on leaving the company) and will be subject to prior approval by Client.
- 4.4 If the Client considers any member of the Bidder's Personnel unsuitable, the Bidder shall substitute such member as quickly as reasonably possible without direct or indirect charge to the Client with a replacement acceptable to the Client.
- 4.5 The Bidder is responsible for all acts and omissions of the Bidder's Personnel and for the health, safety and security of such persons and their property.

5. Sub-Bidders

- 5.1 The Bidder shall not sub-contract any of its obligations under this Contract without the prior written consent of the Client.

6. Disclosure of Information

- 6.1 The Bidder and the Bidder's Personnel shall not, without the prior written consent of the Client, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent jurisdiction). In addition, no publicity is to be given to this Contract without the prior written consent of the Client.

7. Intellectual Property Rights

7.1 All the reports prepared under the assignment are subject to intellectual property rights.

8. Confidentiality

8.1 Neither of the Parties shall, without the consent of the other, divulge or suffer or permit its officers, employees, or agents to divulge to any person (other than to any of its or their respective officers or employees who require the same to enable them to properly carry out their duties) any information concerning the operations, contracts, commercial or financial arrangements or affairs of the other Party. Both Parties agree that confidentiality obligations do not apply to:

- a) Information that is already known to third parties without breach of this Contract; and
- b) Information that is required to be disclosed by an order of a court of competent jurisdiction or an appropriately empowered public authority, or as a result of an obligation arising under the Right to Information Act or other public disclosure law.

9. Access

9.1 The Client will have access to the data collected by the Bidder if required

10. Corruption, Commission and Discounts

10.1 The Bidder warrants and represents to the Client that neither the Bidder nor any of the Bidder's Personnel:

- a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
- b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Bidder or Bidder's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to the Client, whose written consent was subsequently given to such payment.

10.2 Neither the Bidder nor any of the Bidder's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract.

11. Indemnity

11.1 Except where arising from the negligence of the Client or Client's employees, the Bidder shall indemnify the Client in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortuous acts or omissions by the Bidder or the Bidder's Personnel or any claims made against the Client by third parties in respect thereof.

Price and Payment

12. Applicable Provisions and Contractual Fees

- 12.1 Unless different provisions are substituted in **Section 3, Clauses 1 to 9** inclusive shall apply in relation to price and payment.
- 12.2 The Contract value are payable as per the **Schedule of Payment, Section 5**.

13. Invoicing Instructions

- 13.1 Invoices should be submitted against agreed milestones or as specified at **Section 5, Schedule of Payments** in duplicate and in accordance with the remainder of **Clause 15**.
- 13.2 The Client shall unless otherwise expressly provided in **Section 3** make payments due by direct credit through the India Bank Clearing Systems. All invoices must contain details of the India bank account to which payments are to be made.
- 13.3 Invoices should include a form of letterhead, the Contract reference number and bear an original signature. They should be numbered sequentially and dated, and marked 'For the attention of the Contract Officer' named in **Section 3**. The final invoice presented in connection with this Contract should be endorsed 'Final Invoice'.

14. Payments

- 14.1 Subject to the Client being satisfied that the Bidder is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.
- 14.2 If for any reason the Client is dissatisfied with performance of this Contract or there has been a unreasonable delay without client's approval an appropriate sum may be withheld from any payment otherwise due. In such event the Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.

15. Taxes and Duties

- 15.1 The Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India. Bidders will be paid additional GST as applicable.

Force Majeure and Termination

16. Force Majeure

- 16.1 Where the performance by the Bidder of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder and against which an experienced Bidder could not reasonably have been expected to take precautions, the Bidder shall promptly notify the Client in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract.

- 16.2 From the date of receipt of notice given in accordance with **Clause 17.1**, the Client may, at its sole discretion, either suspend this Contract for up to a period of **6 months** ('the Suspension Period') or terminate this Contract forthwith.
- 16.3 If by the end of the Suspension Period the Parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.
- 17. Suspension or Termination with Default of the Bidder**
- 17.1 The Client may notify the Bidder of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of the Client, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Bidder to remedy that dissatisfaction and the time within which it must be completed.
- 17.2 Where this Contract is suspended under **Clause 18.1** and the Bidder subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 17.3 The Client may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred terminate this Contract forthwith where:
- a) the Bidder or any member of the Bidder's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b) the Bidder or any member of the Bidder's Personnel has committed an offence under the Prevention of Corruption Acts 1988 or the National Security Act 1980 or in breach of **Clause 10** of this Contract; or
 - c) the Bidder is an individual or a partnership and at any time:
 - (i) becomes bankrupt; or
 - (ii) is the subject of a receiving order or administration order; or
 - d) the Bidder is a company and:
 - (i) an order is made or a resolution is passed for the winding up of the Bidder; or
 - (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder.
 - e) the Bidder is a partnership or a company and there is a Change in Control. However, the Contract will continue if the Client states that it has 'no objection' to the continuation of the Contract after the Change in Control.
- 17.4 Where this Contract is terminated in accordance with this Clause, the Bidder shall without prejudice to the Client's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract.

General Provisions

18. Variations

- 18.1 No variation/amendment in the terms or scope of this Contract shall be effective without the prior written consent of both Parties and recorded in writing in the form of a letter entitled 'Contract Amendment No.'. Without such consent neither Party shall have any liability in respect of work performed outside the Services set out in Section 4. In case of

amendments in terms of reference the fees for the additional tasks if any shall be decided in mutual agreement

19. Assignment

- 19.1 The Bidder shall not, without the prior written consent of the Client, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Bidder, any of its rights or obligations under this Contract or any part, share or interest therein.

20. Law and Jurisdiction

- 20.1 This Contract shall be governed by the laws of Republic of India.

21. Amicable Settlement

- 21.1 This Contract shall constitute the entire Agreement between the Parties, and may not be altered or amended except by the written agreement of the Parties. No duties, obligations, liabilities or warranties other than those expressly provided in this Contract and its attachments shall be applied. Both Parties to this Agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both Parties and any controversy claim or dispute otherwise arising in connection with this Contract or breach thereof shall be referred to the Arbitration Tribunal as per the ARBITRATION AND CONCILIATION ACT, 1996.

This Section is not Applicable for this project

4. Section 3: Special Conditions

[Select the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

1. Officials

1.1 The Contract Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.2 The Project Officer is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

1.3 The Bidder's Representative is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

This Section is not Applicable for this project

2. Additional documents to be included in this Contract

The following documents are included in and form part of the Contract: Annex X. Minutes of the meeting between the Client and the Bidder dated xx 2016 [If there are any modifications to the General Conditions of Contract, the clauses that replace GCC clauses should be inserted here. Additional clauses can also be inserted here, but care should be taken to ensure that this does not cause interpretation difficulties.]

3. Payment Structure

The payment schedule is contained at Section 5 on Schedule of Payments [*Any changes should be advised to the Bidder during negotiations.*]

4. Marking And Documentation

i) The marking and documentation shall be: [*insert in detail the markings on the packing and all documentation required; sample below*]

Title of Consulting Services

Details of Project Officer as in 1.2 of SCC

Standard International Norms for Marking

5. Arbitration/Dispute Resolution

The place of arbitration/Dispute Resolution shall be Ujjain.

3. Section 4: Terms of Reference

(As per the RFP Document)

4. Section 5: Schedule of Payment

This is a *lump sum* contract and all payments shall be based on specified milestones as shown in the table below

Payment Schedule

Contract Value including Installation cost and O&M Expenditure: *[Please insert value in number and words]*

(Contract based on the fixed % of Project Cost Rate)

S.L.No.	Deliverables	Schedule of Payment
i)	Installation of frameworks and plants in each building	<p>Each Building, Public Place installation will be counted as a single project.</p> <p><i>For Each project:-</i></p> <p>a) <i>Cap-Ex = Rs. X</i></p> <p>b) <i>Op-Ex = Rs. Y</i></p> <p><i>Total= Rs. (X+Y) = Rs. Z</i></p> <ul style="list-style-type: none"> • <i>50% of Rs. Z will be paid after completion of Installation work of each project</i> • <i>50% of Rs. Z will be paid on monthly basis till the end of the contract period</i>
ii)	Operation & Maintenance	

(* 1. PS – Date of completion refers to the date on which)

- The desired height for Vertical Green Wall is achieved for the particular building with proper densification (as mentioned in the Scope of work) serving the purpose of Aesthetic value
- The desired dense Grass Lawn is achieved serving the purpose of Aesthetic value
- The desired Independent Green Structure is achieved with proper densification serving the purpose of Aesthetic value.
- ***(to be ignored for schedule of payment)***

2. PS - The Installation of Vertical Green wall in Building(s) and Public place(s) against Wall will be on pro-rata basis and Installation of Independent Green Structure/Vertical Green Wall in Public place(s) without any Existing Wall will be as per UADD, Govt of MP SoR.

3. PS- Complete Installation work of each project = Completion of the installation in line with the design requirements agreed upon before commencement of the work + 2 months

5. Section 6: Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission]

Contract No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [Commissioner, Directorate of Urban Administration and Development, Bhopal]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number] we have been informed that [insert complete name of Agency] (hereinafter called "the Agency") has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Equipment and Related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Agency, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s)¹ in figures and words] upon receipt by us of your first demand in writing declaring the Agency to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]², and any demand for payment under it must be received by us at this office on or before that date.

We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded. [signatures of authorized representatives of the bank and the Agency]

¹ The Bank shall insert the amount(s) specified in the SCC and denominated in Indian Rupees.

² Dates established in accordance with the General Conditions of Contract ("GCC").