

REQUEST FOR PROPOSAL (RFP)

for

Selection of firm / agency for Planning, Designing, Execution and Maintenance of 25 Acre Land Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh



Principal & Chief Executive Officer
Pt. Khushilal Sharma Government Ayurveda College and Institute,
Bhopal , Madhya Pradesh
WEBSITE :www.klsgaci.edu.in

Table of Contents

Notice Inviting Tender	3
Guidelines for E-Tender	4
Key Dates for E-Tender	5
1. Introduction	6
2. Clarification and Amendment of RFP Documents.....	6
3. Proposal.....	6
4. Validity of Proposal.....	6
5. Preparation of Proposals	6
6. Financial Proposals:.....	7
7. Taxes.....	7
8. Currency	7
9. EMD, RFP Fee and Performance Guarantee	7
10. Submission, Receipt, and Opening of Proposal.....	8
11. Proposal Evaluation	10
ANNEXURE A: BID DATA SHEET.....	12
ANNEXURE B: TECHNICAL PROPOSAL SUBMISSION FORMS	16
ANNEXURE C: FINANCIAL PROPOSAL SUBMISSION FORMS	26
ANNEXURE D: TERMS OF REFERENCE	27
ANNEXURE-F: DELIVERABLE SCHEDULE	31
ANNEXURE G – LIST OF EXPERTS REQUIRED, QUALIFICATIONS AND INPUTS	32
ANNEXURE H – PAYMENT TERMS	33
ANNEXURE I: STANDARD CONTRACT DOCUMENT	34
Section1: Form of Contract	34
Section 2: General Conditions of Contract	36
Section 3: Special Conditions.....	42
Section 4: Terms of Reference.....	44
Section 5: Schedule of Payment.....	45
Section 6: Performance Security / Guarantee.....	46

**Pt. Khushilal Sharma Government Ayurveda College and Institute,
Bhopal , Madhya Pradesh**

[....., MP]

WEBSITE : www.klsgaci.edu.in

SYSTEM TENDER NO _____

Notice Inviting Tender

Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh hereby invites online proposals through e-tendering mode from reputed firms / agencies for **Planning, Designing, Execution and Maintenance of Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh**. Selection process would be as per RFP terms and conditions. Online bids are invited from interested bidders as per following details.

Name of Work	Cost of Tender Document	Earnest Money Deposit (EMD)
1	2	3
Selection of firm / agency for Planning, Designing, Execution and Maintenance of Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh	Rs. 10,000/- (Ten Thousand only)	Rs. 100,000/- (Rupees One lakh only)

1. The bid documents can be purchased online only at www.mptenders.gov.in as per schedule : 11/01/2022 at 10:30 A.M. to 25/01/2022 at 05:00 P.M.
2. Interested bidders can view the detailed NIT on website <https://www.mptenders.gov.in>.
3. Key Dates are available on e-tender website.
4. Amendments to NIT if any would be published on website only, and not in newspapers.
5. PT. KLSGACI reserves the right to cancel the tender at any time without assigning any reason.

**Principal & Chief Executive Officer
PT. KLSGACI, Bhopal MP
Mobile - 9425373046**

Guidelines for E-Tender

Instructions regarding e-tendering are as follows:-

- i) For participation in e-tendering module it is mandatory for prospective bidders to get registration on website www.mptenders.gov.in by making online registration fees payment.
- ii) Tender documents can be purchased only online and downloaded from website www.mptenders.gov.in by making online payment for the tender documents fee.
- iii) Service and gateway charges shall be borne by the bidders.
- iv) Bids are required to be signed online using class – III Digital Signature Certificate, Bidders are advised to obtain the same at the earliest. For information regarding issue of Digital Signature Certificate, bidders may visit website www.mptenders.gov.in. Please note that it may take upto 7 to 10 working days for issue of Digital Signature Certificate. Department will not be responsible for any delays in issue of Digital Signature Certificate and in submission of bid thereof. Amendments to RFP, if any, would be published on website only, and not in newspaper.
- v) Bidder must positively complete online e-tendering procedure at www.mptenders.gov.in. Department shall not be responsible for any delay / difficulties /inaccessibility of the downloading facility from the website for any reason whatever.
- vi) For any type of clarification bidders can visit www.mptenders.gov.in and / or contact no. 0120-4001002 / 4001005, Mail id: support-eproc@nic.in Support timings: 24 x 7.
- vii) Any bidder submitting the tender by his Digital Signature Certificate should invariably upload the scanned copy of the Authority Letter/POA or Board Resolution which authorizes the signatory of the bid to make the proposal. This shall be up-loaded along with the Proposal online.

Key Dates for E-Tender

Sr No.	Stage	Details
1	Hosting of RFP Online	From : 11/01/2022
2	Online Submission of Technical and Financial Proposal (Proposal Due Date PDD) (Envelope B)	At : Online By : 05:00 PM Date : 25/01/2022 Online address: www.mptenders.gov.in
3	Opening of Technical Proposal (online)	Date : 27/01/2022 Time : 02:00 pm
4	Technical presentation on proposed methodology and work plan in response to the terms of reference	Will be informed separately on website
5	Opening of Financial Proposal (Price Bid)	Will be informed separately to the qualifying bidders only.

1. Introduction

- 1.1 The bidders are invited to submit their online Proposal, for Assignment/job named in the Data Sheet at www.mptenders.gov.in.
- 1.2 Bidder should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and local conditions please refer annexure A bid data sheet.
- 1.3 The bidder is advised to visit and inspect the Site of Works and its surroundings and obtain all the information that may be necessary for preparing the bid. All costs in this respect shall have to be borne by the bidder.
- 1.4 Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Institute is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the bidders.

2. Clarification and Amendment of RFP Documents

- 2.1 Bidders may request a clarification on any clause of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Institute's address indicated in the Data Sheet. The Institute will respond in writing, and such responses shall be put up on the website where the RFP is posted (including an explanation of the query but without identifying the source of inquiry). Should the Institute deem it necessary to amend the RFP as a result of a clarification, it may do so at its discretion.
- 2.2 At any time before the submission of proposals, the Institute may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be posted on the website where the RFP is posted and will be binding on them. To give bidders reasonable time in which to take an amendment into account in their proposals the Institute may, if the amendment is substantial, extend the deadline for the submission of proposal.

3. Proposal

- 3.1 A Bidder shall submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

4. Validity of Proposal

- 4.1 The Data Sheet to bidder indicates how long Bidder's Proposals must remain valid after the submission date. During this period, Bidder shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged.

5. Preparation of Proposals

- 5.1 The Proposal as well as all related correspondence exchanged by the Bidder and the Institute shall be written in English language, unless specified otherwise.
- 5.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 5.3 Depending on the nature of the Assignment/job, Bidders are required to submit a Technical Proposal (TP) in forms provided in **Annexure B**. Submission of Technical Proposal non

confirming to bid document shall be deemed as non-responsive. A Presentation needs to be prepared and presented for performing the Assignment/job covering the subjects as technical approach and methodology, work plan, organization and staffing schedule and understanding of real estate market. Guidance on the content of this section of the Technical Proposals is provided under **Tech form – 4** .

- 5.4 The Technical Proposal shall not include any financial or price bid information. A Technical Proposal containing financial information may be declared non responsive and shall be rejected.

6. Financial Proposals:

- 6.1 **The Financial Proposal shall be prepared and submitted online only.** However, indicative format of the same is placed at **Annexure C**. The price quoted must include all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses. The financial proposal shall be un-conditional, and any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

7. Taxes

The Bidder shall fully familiarize themselves about the applicable taxes (such as: GST, Cess etc.) on amounts payable by the Institute under the Contract. All taxes (applicable at the time of tender or enforced during the project period) must be included by the bidder in the financial proposal including GST. If changes in the applicable taxes or any new tax enforced during the project period due to change in legislation or for any other reason shall be borne by the bidder.

8. Currency

- 8.1 Bidder shall express the price of their Assignment/job in Indian Rupees only.

9. EMD, RFP Fee and Performance Guarantee

9.1 Earnest Money Deposit (EMD)

- i. An EMD of **Rs. 1,00,000/- (Rupees One lakh only)** shall be submitted only online using options available in the tender portal within the specified limit. Bidders advised to process it will in advance. No claim shall be entertained due to delay in online transactions via payment gateway / banking portal.
- ii. The EMD of the bidders those who are not qualified in technical proposal shall be returned within 60 days of opening of technical bid. **Earnest Money** of the unsuccessful bidder will be returned within 60 days of opening of price bid, except for the first and second ranked bids.

9.2 Forfeiture of EMD :

The EMD shall be forfeited by the Institute in the following events:

- i. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Institute after opening of Proposal during the validity period or any extension thereof.
- iii. If the bidder tries to influence the evaluation process.
- iv. If the first ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder / agency) or refuses to sign the contract after being awarded the work.

- 9.3 **RFP Fee**-RFP fee should be payable online along with form fees as mention on e-tender website. All bidders are required to pay **Rs. 10,000/- (Rupees Ten thousand only)** towards RFP Fee The RFP Fee is Non-Refundable. **Please note that the Proposal, which does not accompany the RFP fee and EMD would be rejected as non-responsive.**
- 9.4 **Performance Guarantee:** The selected bidder shall be required to furnish a Performance Guarantee of 3% of contract quoted price by the bidder in the form of unconditional and irrevocable bank guarantee from a scheduled commercial bank in India for the period of Contract period plus 6 months. The bank guarantee must be submitted after award of contract but before signing of Contract. Successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering of any dues recoverable/payable from/by the Bidder on any account under the contract.

10. Submission, Receipt, and Opening of Proposal

The bidders is required to submit digitally signed Bid i.e. Envelope A, B & C by e-tender only at www.mptenders.gov.in in following manner:

- 10.1 **Envelope A** – Proof of payment made towards the cost of RFP & EMD i.e. transaction receipt, acknowledgment to be submitted online on or before proposal due date.
- 10.2 **Envelope B (Technical Bid)** - To be submitted online on or before the proposal due date. All documents shall be scanned clearly and submitted online. Technical proposal shall be opened for those bidders who are responsive in **Envelope A**.

Following forms provided in the RFP

Form Tech 1: Letter of Proposal plus <ul style="list-style-type: none"> • Firm / Company Incorporation Documents <ul style="list-style-type: none"> i. Memorandum and Articles of Association signed by Managing Director/ Director or Company Secretary in case of Pvt Ltd, Ltd, or LLP. ii. Partnership agreement signed by all the partners in case of Partnership firm. • PAN Card of the Firm / Company • GST Registration Certificate • Signed copy of entire RFP document as proof of acceptance of terms therein.
Form Tech 2: Format for Power of Attorney of Proposer appointing Designated Representative
Form Tech 3 : Tech 3: Project Detail Sheet (PDS)
Form Tech 4: Description of Approach, Methodology and Work
Form Tech 5: Team Composition and Task Assignment/Jobs
Form Tech 6: Curriculum Vitae (CV) for Proposed Experts
Form Tech 7: Financial Capability of Bidder / agency with audited balance-sheet.
Form Tech 8: Activity (Work) Schedule
Form Tech 9: Format for Self - Declaration certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)
Form Tech 10: Undertaking

Evaluation of the technical proposal shall be carried as per RFP by the Evaluation committee and result shall be declared on website. Intimation to qualified bidder shall be made by email.

10.3 **Envelope C-** The Financial bid submitted online only on e-tender website will be opened for those who qualifies in technical proposal of **Envelope B**.

10.4 **Pre-Bid Meeting:** A pre proposal meeting will be held at the date and time mentioned in the key dates. Any queries or suggestions from any prospective bidder should be sent in writing to the e mail address of the client representative as mentioned in data sheet before the date of the pre-bid meeting in MS word format. Such queries will be answered and will be uploaded on the website. Such responses may serve to modify certain terms and conditions and such modified terms shall be part of the RFP / Contract.

10.5 **Rejection of Bids**

The proposals submitted in following manner shall be summarily rejected.

- Proposals not submitted by e-tender;
- Proposals not signed by the Authorized signatory;
- Proposals not submitted in line with the RFP clauses and format of submission as directed in the RFP document
- Proposals which are submitted without RFP fee and EMD in the form specified in RFP;
- Proposals of the bidder who have not submitted the Price Proposal online.
- Proposal of the bidder who have made physical submission of the Price/financial Proposal.

10.6 **Right to reject any or all Proposals**

1. Notwithstanding anything contained in this RFP, the PT. KLSGACI, reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Without prejudice to the generality, the PT. KLSGACI reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the PT. KLSGACI, the supplemental information sought by the PT. KLSGACI for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the PT. KLSGACI reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the PT. KLSGACI, including annulment of the Selection Process.

a. **Proposal Bid opening**

Technical bids of those bidders who have submitted responsive bids in terms of proper submission of EMD and RFP fees and are meeting other criteria for responsiveness shall be opened first and assessed.

The Authority shall assign marks only to the bidders meeting eligibility and qualification criteria as provided in the RFP.

The financial bid of those bidders who are Technically Qualified shall be opened only.

- b. **Earnest Money** of the unsuccessful bidder will be returned within 60 days of the end of validity period of the offer or execution of agreement with the successful bidder whichever is earlier, except for the first and second ranked bids.

13. Proposal Evaluation

- a. From proposals opening to Contract award, the Bidders should not contact the Institute on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Institute in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.
- b. The Institute shall form a Evaluation Committee for Selection of Bidder which will carry out the entire evaluation process.
- c. **Evaluation of Technical Proposals:** Technical proposals significantly deviating from formats specified in this RFP will be considered non-responsive. Evaluation Committee while evaluating the responsive Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- d. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- e. **Public opening & evaluation of the Financial Proposals:** Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Bidders representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.
- f. **Availability of Professional Staff/Experts:** The Institute expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Institute will require assurances that the Professional staff will be actually available. The Institute 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 or if the professional staff has left the organization. No substitution of the proposed staff shall be permitted upto the award of the contract. After the award, substitute of staff with equivalent or better qualifications and experience than the original candidate may be possible only under very exceptional circumstances and with the approval of Institute.
- g. **Conclusion of the Negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Institute and the Bidder / agency will initial the agreed Contract. If negotiations fail, the Institute may reject all the proposals received and invite fresh proposals.

14. Award of Contract

- a. Institute shall issue a Letter of Intent (LOI)/ Award (LOA) to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.

- b. The bidders will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the form of contract in **Section-6**, within 15 days of issuance of the Letter of Intent.
- c. The Bidder is expected to commence the Assignment/job on the date as will be specified in the LOA and at the location specified in the Data Sheet.

15. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Institute's antifraud and corruption policy.

16. Right to request information

The Evaluation Sub-Committee or its appointed bidder assisting it shall have the right to request for more information relating to any Proposal should there be the need for any clarifications of information submitted, filling information gaps, or evidence of claims already made.

Such request shall be made in writing indicating a last time and date of submission. In case the requested information is not made available, the Institute shall proceed evaluation based on the available information only.

a. Brief description of the Selection Process

An Evaluation Committee would be constituted by the PT. KLSGACI for the evaluation of bids including Technical and Financial proposals received from the bidders. The evaluation shall be done in two stages. In the first stage, the Technical Proposal shall be evaluated as specified in bid data sheet Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in bid data sheet. In the second stage, the Financial Proposal shall be evaluated as specified in bid data sheet. Proposals will finally be ranked according to their combined technical and financial scores (QCBS i.e. Quality Cum Cost Basis Selection) as specified in bid data sheet.

b. Pre-Proposal visit to the Site and inspection of data

Prospective applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

**Principal & Chief Executive Officer
PT. KLSGACI, Bhopal MP
Mobile - 9425373046**

ANNEXURE A: BID DATA SHEET

1 **Name of the Client: Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh**

2 Method of selection: **Quality cum Cost Basis (QCBS)**

3 Financial Proposal to be submitted together with Technical Proposal: **Yes**

Title of Service is: **“Selection of firm / agency for Planning, Designing, Execution and Maintenance of Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh”**

4 Client Representative : **Principal & CEO, Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh**

PHONE : 0755-2970310

FAX : 0755-2970310

EMAIL : principal@klsfaci.nic.in

WEB : http://www.klsfaci.edu.in/

5 Proposals must remain **valid for 180 days** after the submission date indicated in this Bid Data Sheet.

6 The Bidder is required to include with its Proposal written confirmation of authorization / Power of Attorney to sign on behalf of the Bidder : **Yes**

7 Joint Ventures or Consortia are permissible: **No**

8 The Bidder must submit both Technical Proposal and Financial Proposal online. RFP Fee must also be submitted as per norms of E-tendering. The EMD fee need to submit online via instrument available in tender portal. Financial Proposal should be submitted online only and shall include a percentage based Quote in the format provided under **Annexure C**.

9 **Earnest Money Deposit (EMD)** must be submitted online. The amount of the EMD is **Rs.1,00,000** /- (Rs. One Lakh only).

10 A **Performance Security** of 3% of contract value in form of Bank Guarantee of any Nationalized Bank with validity of 6 months after stipulated project completion period.

11 **Method of Selection:** A firm will be selected under Quality cum Cost Based System (QCBS) as follows:

The technical quality of the proposal will be given a weightage of 80%. The method of evaluation of technical qualification will follow the procedure given in Data Sheet and firms getting equal or more than 70/100 in technical qualifications shall only be considered to be qualifying.

The price bids of only those bidders who qualify technically will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 20%. For working out the combined score, the Institute will use the following formula:

Total points = $[0.8 \times T (s)] + [0.2 \times 100 \times \text{LEC}/\text{EC}]$, where

T (s) stands for technical score

EC stands for Evaluated Cost of the financial proposal.

LEC stands for Lowest Evaluated Cost of the financial proposal

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for discussions, if required.

- 12 Any pre-proposal queries may be sent to principal@klsqaci.nic.in by email in MS word format only.

Bidder/s may also talk to **CEO Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh** for any clarification of RFP documents prior to Bid Submission. All related correspondence exchanged by the Bidder/s would also form part of the Proposal.

- 13 **Address for submission of Proposals and opening of Bids:** As per Key Dates

- 14 **Expected date for public opening of Technical Proposals:** As per Key Dates

- 15 Expected date for public opening of Financial Proposals (if Applicable) : As per Key Dates (Tentative).

- 16 Expected date for commencement of services: *[To be Notified]*

- 17 **Stipulated time of completion:** 3 year i.e., initial 1 year for implementation of work as per Scope of work and specifications followed by 2 year maintenance of the developed garden.

- 18 **Minimum Eligibility: All bids must fulfill all the Pre- Qualifications stated below:**

- The firm must possess valid GST Registration and valid incorporation documents.
- The **Minimum Audited Average Annual Turnover** should be of **Rs 25.00 Lakh (Rupees Thirty Lakh)** from similar nature of work during last five preceding financial years (FY 16-17, FY 17-18, FY 18-19, FY 19-20, FY 20-21) preceding the PDD.
- **The bidder should have completed at least one similar work of over the past 10 years preceding the Proposal Due Date (PDD) Central / State Government, or PSU's or any Government Entity. The similar work includes consultancy for landscape design of a Herbal Garden / Garden / Garden Corridor / Parks of area not less than 5 acre.** The bidder should produce certificate of the same.

Note:

- *Annual turnover should be certified by the Chartered Accountant. In case of FY 2020-21, unaudited balance sheet certified by Chartered Accountant shall also be acceptable.*
- *The project should be completed project and certificate regarding the same should be issued by an officer not below the rank of Executive Engineer.*
- *Bidder has to mention the details / contact number of client for the purpose of verification of completion certificates in Tech form 3.*
- *Project completed before the submission of bid shall also be considered.*

- 19 Qualifications Criteria:** Bids that meet the minimum eligibility criteria shall be taken to next stage of Qualifications Assessment. The Qualifications Assessment shall be in terms of Technical Bid Evaluation and shall be marked out of 100. Bids of only those bidders obtaining 70 marks out of 100, shall be considered for further evaluation. These marks shall be used for Bid evaluation in the form of QCBS.

20. Qualifications Assessment: Technical Bid Evaluation Criteria

S.N	Criteria	Score
1	Average annual turnover of the Bidder / agency from the similar nature of work in preceding five financial years (FY 16-17, FY 17-18, FY 18-19, FY 19-20, FY 20-21)	10
I	INR 25 lakh – INR 50 lakh	2.5
II	Above INR 50 lakh – INR 75 Lakh	5
III	Above INR 75 lakh - INR 100 Lakh	7.5
IV	Above INR 100 Lakh	10
2	Relevant Experience of the Bidder / agency's Firm in last 10 years	20
I	Experience relevant to the assignment / job with comprehensive area of similar assignment more than 5 acres	5
II	Experience relevant to the assignment / job with comprehensive area of similar assignment more than 10 acres	10
III	Experience relevant to the assignment / job with comprehensive area of similar assignment more than 15 acres	15
IV	Experience relevant to the assignment / job with comprehensive area of similar assignment more than 20 acres	20
3	Presentation of proposed approach, methodology and work plan in response to the terms of reference	40
I	Technical approach & methodology and adherence to ToR	5
II	Work plan	5
III	Concept plan	30
4	Personnel (CVs) (Refer Annexure G)	30
A	Team Leader	10
B	Landscape Architect	10
E	Architect	10
	Total	100
	Qualifying Technical Marks	70/100

**Bidders should submit copies of Certificates duly signed and sealed by the Authorized signatory as documentary evidence for Experience of undertaking similar assignments of each category. Marking of profession staff shall be done as explained in the next point of Data Sheet.*

21 Grading / Marking of Professional Staff:

The assessment and marking for each member of the Professional staff will be based on the assessment plan given below. Marks will first be given out of 100 and then reduced to marks given as above.

	Assessment of marks for each member of the professional staff out of 100.	Marks
(a)	<p>General qualifications</p> <p>Professional Educational Qualification. The details are:</p> <ul style="list-style-type: none"> • Relevant Bachelor's Degree (20 marks) • Relevant Master's Degree (15 additional marks) 	35
(b)	<p>Adequacy for the project</p> <p>i. Total length of experience (20 marks)</p> <ul style="list-style-type: none"> • 5 years of experience (5 marks) • Experience more than 5 years to 10 years (10 marks) • Experience more than 10 years to 15 years (15 marks) • Experience more than 15 years (20 marks) <p>ii. Professional Experience Specific to the assignment (45)</p> <ul style="list-style-type: none"> • Relevant projects for each expert¹ in any Eligible Project Assignment as defined in Point 8 of Data Sheet <p>One Project (15 Marks); Two Projects (25 Marks) Three Projects (35 Marks); More than Three Projects (45 Marks)</p>	65
	Total Points	100

¹Projects shall be sufficiently large or significant to be considered.

ANNEXURE B: TECHNICAL PROPOSAL SUBMISSION FORMS

Tech 1: Letter of Proposal

[Location, Date]

To

**Principal & CEO,
Pt. Khushilal Sharma Government Ayurveda College and Institute,
Bhopal , Madhya Pradesh**

Subject: - Selection of firm / agency for Planning, Designing, Execution and Maintenance of Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh

Dear Sir / Madam

We, the undersigned, offer to provide the Tree transplantation services for captioned 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 online under a separate envelope.

We hereby declare that we have read the Terms and Conditions and all information included in the RFP, and abide by the same, and specifically to conditions mentioned.

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 Tree transplantation 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 Signatory [*In full and initials*]:

Name and Title of Signatory:

Name of Firm/s, Address, Contact No., and E mail id:

Please enclose the following:

(i) Firm Incorporation Documents (Memorandum and Articles of Association signed by Managing Director/ Director or Company Secretary).

(ii) GST Registration Certificate

(iii) Signed copy of entire RFP document as proof of acceptance of terms therein.

Tech 2: Format for Power of Attorney of Proposer appointing Designated Representative

(Applicable in case of Proposal not being signed by the person directly authorized by the firm through a board/partners' resolution)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms. son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for **Selection of firm / agency for Planning, Designing, Execution and Maintenance of Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh** proposed to be developed by PT. KLSGACI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and / or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021

For
.....

Witnesses:

- 1.
- 2.

Notarised

(Signature, name, designation and address)

Accepted

.....
(Signature, name, designation and address of the Attorney) Bidder / agency

Tech 3: Project Detail Sheet (PDS)

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association/JV, was legally contracted. Also, in case you are bidding as a Consortium, please provide information for Bidder / agency in separate PDS.

PROJECT DETAILS:		
Name		
Category		
Type		
Location		
Value (INR Lakh)		
Name of Client		
Location of client		
Address / Contact Detail of Client		
Project status		
Start Date		
Completion Date		
MANPOWER DETAILS:		
No. of professional manpower provided		
No. of professional man months provided		
Details of senior manpower		
Position	1	Team Leader
	2	Project Coordinator
NARRATIVE DESCRIPTION OF PROJECT:		
ACTUAL DESCRIPTION OF SERVICES PROVIDED:		
WORK ORDER/COMPLETION ATTACHED:	CERTIFICATE	Yes / No

Note: Attach the certificate from the client as documentary evidence with each Project Detail Sheet. Project without certificate may not be considered for evaluation purpose.

Form Tech-4: Description of Approach, Methodology and Work Plan for Performing the Assignment/Job

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology and adherence to ToR,
- b) Work Plan, and
- c) Concept Plan,

In Technical Approach and Methodology, you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

In Work Plan, bidder should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Institute), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

In concept plan bidder / agency should **propose and justify** the structure and composition of the site plan in minimum 3 options with advantage / merits.

Form Tech-5: Team Composition and Task Assignment/Jobs

SN	Name of Proposed Expert	Name of the Firm	Qualifications	Total Experience	Experience in similar work of transplantation (no.)	Date Of Birth
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: The Bidder shall fill the above summary with best of his discretion. The client, if required, may ask for the documentary evidence related to Age, Qualifications, Experience and year of working with firm at any stage of the project for any professional listed by bidder.

Tech 6: Curriculum Vitae (CV) for Proposed Experts

PERSONAL DETAILS

First Name	
Last Name	
Date of Birth	
Gender	
Area of expertise	

Relevant projects experience (maximum 5) in the following format for each project

1	Project name	
	Client	
	Location	
	Responsibility	
	From	
	To	
	Description of duties	

Employment/Experience record (Begin backwards and go to the beginning of employment. Include assignments that best illustrate capacity to undertake scope of work and meet qualification criteria)

1	From	
	To	
	Firm name	
	Position held	
	Description of duties	
2	From	
	To	
	Firm name	
	Position held	
	Description of duties	

Education

1	Name of institution	
	Year of passing	
	Degree obtained	
2	Name of institution	
	Year of passing	
	Degree obtained	
	Computing skills	
	Languages known	Speak
		Read
		Write

Professional memberships and fellowships

Membership of Professional Bodies	
Fellowships / Awards	

Certification: I, the undersigned, certify to the best of my knowledge and belief, this resume correctly describes my qualification, my experience and me.

Signature
DD/MM/YYYY

Date:

Place

Tech 7: Financial Capability of Bidder / agency

Name of Bidder / agency	Annual Turnover (from similar works)				
	2016-17	2017-18	2018-19	2019-20	2020-21
Total:					
Average :					
Name of the Audit Firm:					
Seal of the audit firm					
ICAI Registration No.					
Date:					
Signature:					
Name :					
Designation:					

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

Tech 8: Activity (Work) Schedule

S no.	Item of Activity (work)	Month wise Program (in form of Bar Chart)											
		[1 st , 2 nd , etc. are months from the start of assignment]											
		1 st	2 nd	3 rd	4 th	5 th	6 th						

Tech 9- No-Blacklisting Declaration (On a Stamp Paper of relevant value)

I M/s. (Name of the Proposer), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Madhya Pradesh (GoMP) / any other entity of GoMP or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in providing tree transplantation / horticultural Services of any kind, either individually or as member of a Consortium as on the _____ (Proposal submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated thisDay of, 2021.

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person

Form Tech 10: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 2021.

Name of the Proposer

Signature of the Authorized person

Name of the Authorized Person

ANNEXURE C: FINANCIAL PROPOSAL FOR PLANNING, DESIGNING, EXECUTION AND MAINTENANCE OF 25 ACRE LAND HERBAL GARDEN SUBMISSION FORMS
(TO BE SUBMITTED ONLINE ONLY)

Sn	Item	Quantity	Unit	Basic Rate	Amount
1.	Landscaping		1000 Sqm		
2.	contour terracing		Sqm		
3.	Poly House (Naturally Ventilated) 500 Sq.mts	01	Sqm		
4.	Shed Net house 500 Sq.mts	01	Sqm		
5.	Irrigation facility - Drip system		1000 Sqm		
6.	Irrigation facility – Sprinkler system		Nos		
7.	Procurement of Medicinal Plants	As per the attached list	Nos		
8.	Procurement of seed for annual Plants		Kg		
9.	Plantation of Medicinal Plants	As per the attached list	Nos		
10.	Land preparation & sowing/fresh/planting of annual species		100 Sqm		
11.	Signage Board - Flex	02	Sqft		
12.	Signage Board - Iron	200	Sqft		
13.	Kiosk Unit including software etc.	01	Per Unit		
14.	Walking trails width 1 meter		meter		
15.	Organic compost unit/OWC Unit – NADEP (12ft x 5ft x 3ft)	01	Per unit		
16.	Organic compost unit/OWC Unit – wormy 500 Sq.mts	02	Per unit		
17.	Maintenance after implementation of project	2	Year		
	Total				

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Contact No:

E mail id:

Note:

1. Rate quoted by the bidder should include any and all labour, material and equipment required including water, fertilizer, chemical, pesticides, scaffolding, staging soil investigation (if required), excavator, trailer etc. The all taxes (central / state / GST) will be bear by bidder.
2. No extra cost shall be paid for materials and equipment required during maintenance.
3. The payment shall be done as per annexure H, payment terms.
4. The total of the items given above will be taken into consideration.

ANNEXURE D: TERMS OF REFERENCE

Introduction

Health systems based on knowledge and availability of plants with medicinal properties are part of the ancient wisdom and culture of India. Such knowledge has been passed within and across generations, and developed and amended with the benefit of scientific advancement. Among ancient civilisations, India has been known to be rich repository of medicinal plants. The forest in India is the principal repository of large number of medicinal and aromatic plants, which are largely collected as raw materials for manufacture of drugs and perfumery products. About 8,000 herbal remedies have been codified in AYUSH systems in INDIA. Recently, WHO estimated that 80 percent of people worldwide rely on herbal medicines for some aspect of their primary health care needs. According to WHO, around 21,000 plant species have the potential for being used as medicinal plants. Medicinal plants are considered as a rich resources of ingredients which can be used in drug development either pharmacopoeial, non- pharmacopoeial or synthetic drugs. Moreover, some plants are considered as important source of nutrition and as a result of that they are recommended for their therapeutic values. Due to increasing export demand, dependence of the local people on the herbal flora and their implicit faith in the old tradition of Ayurvedic medicine would go a long way in exploiting the wild plants for commercial return and in expanding research activities to gain productive results. Hence Overharvesting, loss of habitat, increasing urbanization and shrinking forest resource base have been causing irreversible loss of medicinal plant population in the natural habitat, resulting in decline in the volume of raw materials.

Pt. Khushilal Sharma Government (Autonomous) Ayurveda College & Institute, Bhopal has an area of around 30 acre as a natural forest other than the 05 acre of Herbal garden of institute. Pt. Khushilal Sharma Government (Autonomous) Ayurveda College & Institute, Bhopal is focused on improving the health of people through health education and grassroots medical solutions. It is a pioneer destination of Ayurveda education, Health services & innovative medical Research on Ayurveda in central India. It has been considered for its up gradation as “*A Centre of Excellence*” by Government of Madhya Pradesh in 2008, and has been awarded prestigious Pt. Uddhavdas Mehta award for excellent services and achievements by State in the year 2014. The Institute is also working as regional centre of central zone for Pharmacovigilance programme under Ministry of AYUSH, Government of India to establish and manage a Database of Adverse Drug Reactions. A fully equipped centre for research facilities namely Pharmacology, Pharmacognosy, Pharmaceutical chemistry, Biochemistry, Microbiology and Biotechnology labs are being established to help us as a unique institute for teaching, training & Research in India. The Institute offers BAMS course (capacity 75 student) and MD facility in 10 different

specialities (Total 64 seats). The Institutes has 150 beds capacity Hospital with more than 500 OPD per day.

Introduction & identification of medicinal plants

It is required to create awareness among the public about the importance of our traditional heritage of herbal healing with the importance of medicinal plants and their conservation. There is a need of conservation priorities for the medicinal plants, which are facing the maximum stress. The development of present Herbal Garden of State Importance will definitely help to aspirant, researchers and academicians of different as well as public.

Objective of the assignment:

1. Plantation of medical & aromatic plants from different geographical zones for having medicinal importance suitable for location.
2. Establishment of thematic herbal garden for promotion of eco-tourism.
3. Raising the biomass (ex-situ conservation) for research and teaching department and for exchange programmes.
4. To establish seed bank for all the accessions collected and transplanted from various agro-climatic zones.
5. Popularizing use of local medicinal plants and Ayurvedic system of medicine.
6. Conservation of biodiversity in term of MAP.
7. Establishment of sustainable medicinal plants resources base and broadcasting of information & serve as repository for future research and teaching.

Detailed Scope of work:

Bidder / agency shall also perform all such services and activities which are not specified herein but that might be required for achieving the desire result. The detailed scope is as follows but not limited to:

• For Development of Herbal Garden

1. Development plan / layout of garden based on detail Site Survey:
 - Bidder has to carry out a detail site survey and proposed minimum 3 options for the layout of whole scheme. On finalization and approval of layout plan the development work will commence. Any changes proposed by the department shall be incorporated.
2. Preparation of land (laying of beds), landscaping and modification as per approved layout / theme:
 - Removal of stones through manpower or machines.
 - Cutting of seasonal grass, weeds & unwanted plants at declines.

- Shifting of medium and big shrubs from centre to periphery if required.
 - Addition of fertile Soil, Manure (compost) and sand in the ratio of 6:3:1.
 - Preparation of herb beds in designed manner for annual plants.
 - Preparation of water beds for water loving plants.
3. Development of irrigation facilities
- Vertical as well as horizontal lines should be set up underground for easy access to every point through pipes. This will save water and time.
 - Drip irrigation system to be evolved for sensitive & water loving plants. Sprinkler for herb beds.
 - Arrangement of water supply through bore well.
4. Collection of medicinal plants, Planting and Signage
- Plantation of medical & aromatic plants as per the list enclosed.
 - A sign plate with all essential details should be prepared with relevant and authentic information useful for students as well as public. Bar code to be placed on plates.
 - Themes selected according to therapeutic combinations mentioned in Ayurveda like Triphala, Panchkola, Dashmoolam etc as well as ganas of Charaka like Phala verga, Shaka verga and Mahakashayas. (List attached for indicative purpose)
 - Themes of public interest will be like Nav-graha vatika, Rasayana park, Amrutavana and Human health herbal themes will be developed. (Mentioned in list of themes for indicative purpose)
5. Walking trails
- Walking trails should be made for increasing easy connectivity. It can be done in a designed manner around herb beds for easy access to herbs.
6. Organic composter Setup
- Organic composter unit (NADEP & Wormy) will be installed for the organic waste collected from garden and canteen of hospital for production of bio-fertilizers.
7. Maintenance (2nd to 3rd year)
- Maintenance of plants, addition of new species, addition of soil, bio-fertilizers, promotion of Eco-tourism and digital documentation of information. The garden will serve as repository for propagation and supply of raw material.
8. If required perform Soil and water testing and other feasibility checks for the successful plantation.
9. Perform preventive/corrective measures before land preparation activity to ensure successful development.

10. Feed the trees / plants etc. during the garden development process where and when required.
11. Excavation of pits of adequate size for planting the trees.
12. Arranging appropriate loose soil for backfilling the pits.
13. Supply of necessary organics (manure, fertilizer) to the tree for successful regeneration of roots.
14. Carry out weeding, pest control, mixing of insecticides etc.
15. Bidder has to obtain and maintain insurance for deployed worker and machinery for the assignment / work. All labour, machinery involved in project activity must be insured under applicable law.
16. Bidder has to follow the current and enforced Covid-19 guidelines for executing this work during the entire work period
17. Deployment of manpower / experts as per manpower deployment schedule

- **Post transplantation maintenance**

1. Maintenance of herbal garden for 2 years from the date of completion of development part i.e. watering, manuring, soil heaping, weed control, spray of insecticides, to secure the trees and their growth.
2. Maintenance of plants, addition of new species, addition of soil, bio-fertilizers, promotion of Eco-tourism and digital documentation of information. The garden will serve as repository for propagation and supply of raw material.
3. Replacement or replanting that is gap filling should be done periodically twice in a year/ as per requirement.
4. Ensure plant protection (insect/pest control and disease control) and training –pruning of plants regularly.

ANNEXURE-F: DELIVERABLE SCHEDULE

SN	Stage	Timeline (months from notification of award)
1	Site mobilization and submission of proposal along with drawings for approval	1 month from the date of award
2	20% Completion of development work on site	4 months from the date of award
3	50% Completion of development work on site	6 months from the date of award
4	75% Completion of development work on site	9 months from the date of award
5	100% Completion of development work on site	12 months from the date of award
6	Final Handing over after completion of maintenance period	36 months (3 years from the date of award of work)

Note –

1. Delay on part of bidder / agency in any of the milestone (from sr no 1 to 5) will attract penalty of amount equivalent to 1% of the project development cost subject to maximum of 5% of the project development cost.
2. If the bidder / agency completes the entire work (from sr no 1 to 5) on time as specified in contract, deduction / penalty imposed in intermediate milestone shall be refunded to bidder / agency.

ANNEXURE G – LIST OF EXPERTS REQUIRED, QUALIFICATIONS AND INPUTS

S. N	PARTICULARS	NO. OF PERSONS	MINIMUM QUALIFICATIONS	MINIMUM EXPERIENCE	DURATION REQUIREMENT
1	Team Leader	1	B Arch / B Tech (Civil)	15 years	Full Time during implementation period of 1 year
2	Landscape Architect	1	B Arch + M Arch (Landscape)	10 years	Full Time during implementation period of 1 year
3	Site Supervisor	2	Diploma (Civil) -1 B.Sc.(Horticulture) -1	5 years	Full Time during implementation period of 1 year and maintenance period of 2 year
4	Procurement Officer	1	Bachelor	5 years	As an when required

Notes:

Bidder has to submit the CV, Qualification and Experience certificate of experts.

ANNEXURE H – PAYMENT TERMS

(Applicable if the bidder quoted LS value for development work, except maintenance. Else the payment shall be made on item rate basis)

Stage	Stage of Completion	Absolute Amount
A	Mobilization advance on signing of agreement and submission of performance guarantee of amount equivalent to 10% of contract value for development work	10% of contract value for development work
B	On Completion of Land preparation work and commissioning of drip irrigation system	20% of contract value for development work
C	On completion of Development works related to soft scape including plantation, lawn etc.	50% of contract value for development work
D	On completion of all infrastructure development, hardscape, installation of OWC (Organic Waste Converter) unit etc. (100% work shall be completed as per the scope of work and technical specification)	90% of contract value for development work
E	On hand over of the project after the end of maintenance period	100% of contract value for development work
F	Payment against maintenance on submission of monthly invoice at the end of every month	100% on submission of invoice and verification of work by concern officer

Notes:

- Rate quoted by the bidder should inclusive of any and all labour, material and equipment required for implementation and maintenance, water, fertilizer, chemical, pesticides, scaffolding, staging soil investigation (if required), excavator, trailer etc and all taxes (central / state / GST).

ANNEXURE I: STANDARD CONTRACT DOCUMENT

Section1: Form of Contract

CONTRACT FOR: [Insert Title of project]
CONTRACT NUMBER: [Please insert project number]
THIS CONTRACT is made BETWEEN: [insert Client] (hereinafter referred to as ‘the Client’)
AND: [name of Bidder / agency] (hereinafter referred to as ‘the Bidder / agency’) [Please insert the name of the Bidder / agency’s representative and communication address of the Bidder / agency]

WHEREAS:

- A. CEO and Principal, Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh on behalf of the Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh (**‘the Client’**) requires the Bidder / agency to provide the services as defined in Section 4 (**‘the Services’**); and
- B. The Bidder / agency 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

Section 5: Schedule of Payment

Section 6: Performance Security / Guarantee

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

This Contract constitutes the entire agreement between the Parties in respect of the Bidder / agency’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 Contracting Officer (as identified in Section 3) duly completed, signed and dated on behalf of the Bidder / agency 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 / agency under this Contract until a copy of the Form of Contract, signed on behalf of the Bidder / agency, is returned to the Contracting Officer.

3. Commencement and Duration of the work

The Bidder / agency shall start the work 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. Project Cost

Payments under this Contract shall be INR [*insert in numbers and words*] for the entire project inclusive of all applicable government taxes, GST – national and state, as applicable.

5. Time of the Essence

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

For and on behalf of Client

Signature:

Name:

Date:

For and on behalf of Bidder / agency

Signature:

Name:

Date:

Witness 1

Name:

Date:

Address:

Witness 2

Name:

Date:

Address:

Section 2: General Conditions of Contract

Definitions and Interpretation

1. Definitions

- ‘the Bidder / agency’ means the company with whom this Contract is placed.
- ‘the Bidder / agency’s Representative’ means the person named in Section 3 who is responsible for all contractual aspects of the Contract on behalf of the Bidder / agency.
- ‘the Bidder / agency’s Personnel’ means any person instructed pursuant to this Contract to undertake any of the Bidder / agency’s obligations under this Contract, including the Bidder / agency’s employees, agents and sub-bidder / agencies.
- ‘Sub-bidder / agency’ 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 / agency.
- ‘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 Services’ means the services set out in the Terms of Reference.
- ‘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 Contracting 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 / agency 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 / agency, 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 / agency 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 / agency 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 / agency 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 Client of the Bidder / agency or any of the Bidder / agency's Personnel.
- 2.4 All communications by the Bidder / agency 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 / agency

3. Obligations

- 3.1 The Bidder / agency 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 / agency's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Bidder / agency complies with all the Bidder / agency's obligations under this Contract.
- 4.2 No changes or substitutions may be made to members of the Bidder / agency'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 (e.g.: 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 / agency's Personnel unsuitable, the Bidder / agency 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 / agency is responsible for all acts and omissions of the Bidder / agency's Personnel and for the health, safety and security of such persons and their property.

5. Sub-Bidder / agency

- 5.1 The Bidder / agency 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 / agency and the Bidder / agency'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 / agency if required

10. Corruption, Commission and Discounts

- 10.1 The Bidder / agency warrants and represents to the Client that neither the Bidder / agency nor any of the Bidder / agency'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 disfavor 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 / agency or Bidder / agency'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 / agency nor any of the Bidder / agency'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 / agency 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 / agency or the Bidder / agency's Personnel or any claims made against the Client by third parties in respect thereof.

Price and Payment

12. Applicable Provisions and Payment

- 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 amount are payable as per the **Schedule of Payment, Section 5.**

13. Payment against services

13.1 The payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs except those otherwise specifically provided for in this Contract.

14. Invoicing Instructions

14.1 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**.

14.2 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.

14.3 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'.

15. Payment

15.1 Subject to the Client being satisfied that the Bidder / agency is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 15 days of receipt of a valid invoice.

15.2 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.

16. Taxes and Duties

16.1 The Bidder shall fully familiarize themselves about the applicable taxes (such as: GST, Cess etc.) on amounts payable by the Institute under the Contract. All taxes (applicable at the time of tender or enforced during the project period) must be included by the bidder in the financial proposal including GST. If changes in the applicable taxes or any new tax enforced during the project period due to change in legislation or for any other reason shall be borne by the bidder.

Force Majeure and Termination

17. Force Majeure

17.1 Where the performance by the Bidder / agency of its obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Bidder / agency and against which an experienced bidder / agency could not reasonably have been expected to take precautions, the Bidder / agency 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.

17.2 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.

- 17.3 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.
- 18. Suspension or Termination with Default of the Bidder / agency**
- 18.1 The Client may notify the Bidder / agency 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 / agency to remedy that dissatisfaction and the time within which it must be completed.
- 18.2 Where this Contract is suspended under **Clause 18.1** and the Bidder / agency subsequently fails to remedy the dissatisfaction, the Client may terminate this Contract forthwith.
- 18.3 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 / agency or any member of the Bidder / agency's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
 - b) the Bidder / agency or any member of the Bidder / agency'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 / agency 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 / agency is a company and:
 - (i) an order is made or a resolution is passed for the winding up of the Bidder / agency; or
 - (ii) a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Bidder / agency.
 - e) the Bidder / agency 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.
- 18.4 Where this Contract is terminated in accordance with this Clause, the Bidder / agency 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

19. Variations

- 19.1 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 rates for the additional tasks if any shall be decided in mutual agreement

20. Assignment

20.1 The Bidder / agency 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 / agency, any of its rights or obligations under this Contract or any part, share or interest therein.

21. Law and Jurisdiction

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

22. Amicable Settlement

22.1 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.

23. Delay and Liquidated Damage

23.1 The rate quoted by the Bidder / agency shall remain firm throughout the contract period (which shall also include the extended period allowed if any by PT. KLSGACI due to any exigency) and nor shall there be any price escalation paid to the Bidder / agency in any case.

23.2 The Bidder / agency shall not be entitled to any additional payment or remuneration over and above the price quoted by him if the contract period is exceeded and the work is delayed for any reason whether attributable to the bidder / Contractor or not.

23.3 Failure on any part of the contract but not limited to the following:

- a. Failure to work in conformation to applicable rules, standards & agreed terms.
- b. Inordinate delays in activity resulting in the delay in overall completion of the project.

23.4 The Bidder / agency shall be entitled for a Liquidated damage of 5% of the quoted price if he fails to complete the work within the time period.

Without prejudice to any claim in respect of Bidder / agency scope of work, as a consequence of the agreement, PT. KLSGACI may recover actual cost of such faults or appoint other agency at the risk and cost of bidder / agency to complete the balance / entire work if the Bidder / agency fails to deliver the deliverables as per the schedule submitted by him for the deliverables.

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 / agency's Representative is: *[please insert details as below]*

Name:

Designation:

Communication Address:

Phone:

Fax:

Email:

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 / agency dated xx 21 [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 / agency 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 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 Bhopal.

Section 4: Terms of Reference

Insert the Terms of Reference here

Section 5: Schedule of Payment

Insert the Schedule of Payment here

Section 6: Performance Security / Guarantee

To

Principal and CEO , Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal , Madhya Pradesh, (hereinafter referred as the PT. KLSGACI , which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s....., having its office at (hereinafter referred as the “Bidder / agency” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the PT. KLSGACI ’s Agreement no. dated..... valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) for Planning, Designing, Execution and Maintenance of Herbal Garden at Pt. Khushilal Sharma Government Ayurveda College and Institute, Bhopal, Madhya Pradesh and the Bidder / agency having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the PT. KLSGACI for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Bidder / agency do hereby undertake to pay to the PT. KLSGACI an amount not exceeding Rs. (Rupees) Against any loss or damage caused to or suffered or would be caused to or suffered by the PT. KLSGACI by reason of any breach by the said Cons of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the PT. KLSGACI stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the PT. KLSGACI by reason of breach by the said Bidder / agency of any of the terms or conditions contained in the said Agreement or by reason of the Bidder / agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).

3. We, (indicate the name of Bank) undertake to pay to the PT. KLSGACI any money so demanded notwithstanding any dispute or disputes raised by the Bidder / agency in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder / agency shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the PT. KLSGACI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the PT. KLSGACI certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Bidder / agency and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the PT. KLSGACI that the PT. KLSGACI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Bidder / agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the PT. KLSGACI against the said Bidder / agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder / agency or for any forbearance, act or omission on the part of the PT. KLSGACI or any indulgence by the PT. KLSGACI to the said Bidder / agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder / agency(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the PT. KLSGACI in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** Lakhs (Rupees ***** Lakhs) only. The Bank shall be liable to pay the said amount or any part thereof only if the PT. KLSGACI serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling _____ days after the date of this Guarantee)].

For

Name of Bank:

Seal of the Bank:

Dated, the day of, 2021

(Signature, name and designation of the authorised signatory)

NOTES:

(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

(ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.