

**EXPRESSION OF INTEREST (EOI)  
For Empanelment of Agency for  
“Landscape Development work of various  
Parks and Roads in Bhubaneswar  
Development authority Plan area”**

**October 2019**

**BHUBANESWAR DEVELOPMENT AUTHORITY  
Sachivalaya Marg, Bhubaneswar  
Odisha**

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## **DISCLAIMER**

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EoI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the address mentioned below latest by 15:00 hours of 18.10.2019 in case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

**Chief Engineer-cum-Engineer Member,  
Bhubaneswar Development Authority,  
Sachivalaya Marg,  
Bhubaneswar, Odisha, Pin: 751001**

2. Neither BDA nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EoI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
3. Neither BDA nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
4. BDA reserves the right, without any obligation or liability, to accept or reject any or all of the Eols, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason whatsoever.
5. Neither BDA nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.
6. The applicable laws for the purpose are the laws of India. Courts of Bhubaneswar will have jurisdiction concerning or arising out of this EOI document.
7. BDA shall be holding a Pre-Application meeting / conference to disseminate information about the EOI process and exchange ideas;
8. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to this project.

## **DEFINITIONS AND INTERPRETATION**

In this Volume of the EOI, unless the context otherwise requires, capitalized terms shall have the meaning given below

<b>“Addendum or Addenda”</b>	means an addendum or addenda to the EOI.
<b>“Annexure”</b>	means an annexure to this Volume of the EOI.
<b>“Authority”</b>	Means the <b>Bhubaneswar Development Authority</b> . (BDA) or its authorized representatives who has invited Applications from competent and interested parties for empanelment under BDA for Landscape Development work of various Parks and Roads.
<b>“Applicable Law”</b>	Means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Contract, and applicable to the Project.
<b>“Application”</b>	Means a single business entity, including a sole proprietor or a partnership firm or a limited liability partnership firm or a company, who submits an Application for empanelment / eligibility and qualification submission along with EOI document fees under this EOI within the stipulated Due Date and Time of submission.
<b>“Authorized Signatory”</b>	Means the Person Authorized by the firm to sign the Application, correspond with the Authority, make representation to the Authority as part of EOI / bidding process and sign the contract on behalf of the Applicant / bidding firm through valid Authorization document in his/her favour.

**“EOI Process/  
Empanelment  
Process”**

means the process adopted by BDA for empanelment of the Selected Applicants on the terms and conditions set out in the EOI, which has commenced with the issuance of the EOI and which will end on the date of final empanelment of selected applicants is over.

**“Earnest Money  
Deposit (EMD)”**

Means Security to be furnished by the Applicant at EOI stage in accordance with provisions of this EOI.

**BHUBANESWAR DEVELOPMENT AUTHORITY**  
**EMPANELMENT OF AGENCY FOR LANDSCAPE DEVELOPMENT WORK OF**  
**VARIOUS PARKS AND ROADS**  
**NOTICE INVITING EXPRESSION OF INTEREST**

EOI No...726/EM/BDA

dated ...09/10/2019

Period of availability of EOI document: 14/10 /2019 **to** 24 /10 /2019

(Downloadable from website:

([www.bda.gov.in](http://www.bda.gov.in))

Pre Application Meeting:

18 /10 /2019 **at 3.30 P.M.**

Chamber of CE cum EM, BDA

Chief Engineer-cum-Engineer Member,

Bhubaneswar Development Authority,

Sachivalaya Marg,

Bhubaneswar, Odisha, Pin: 751001

Last date for receipt of EOI:

25 /10 /2019 **by 5 P.M.**

(Through Speed Post /Registered  
post/Courier only).

Place of submission of EOI:

Chief Engineer-cum-Engineer Member,

Bhubaneswar Development Authority,

Sachivalaya Marg,

Bhubaneswar, Odisha, Pin: 751001

Date and Time of EOI opening:

26 /10 /2019 - **11:30 am**

For further information:

**Chief Engineer-cum-Engineer Member,**

Bhubaneswar Development Authority,

Sachivalaya Marg,

Bhubaneswar, Odisha, Pin: 751001

## 1. INTRODUCTION

Bhubaneswar, one of the fastest growing cities in India, is going through an unparalleled transformation owing to the state and city's successful track record in implementation of innovative initiatives. Bhubaneswar Development Authority was created by the Government of Odisha in the year 1983 under the Odisha Development Authorities Act'1982. Till date BDA has developed many city level/neighbourhood level parks in Bhubaneswar with over 470 acres of park area. The city offers a balanced and a high quality of life with access to natural and living heritage, open spaces such as urban forests in the heart of the city, and increasing investment in recreation and leisure facilities.

The Authority is desirous of development of various parks and roads, and for this purpose the Authority is venturing into a new realm of development model taking care of design, development, revenue generation for operation and maintenance in a manner that is socially, economically and environmentally sustainable. The development shall be driven by stewarding natural resources, landscape design of extremely high quality with an innovative design approach based on self-sustainable solutions.

Bhubaneswar Development Authority (BDA) hereby invites expression of interest for selection of Agency / Firm / Contractor, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise and experience shall for landscape development work of various parks and roads

BDA intends for Agencies for landscape development work of various parks and roads of BDA. (as per requirement of BDA). The empanelment of firms shall be valid initially for a period of **2 (Two) years**. BDA reserves the right to extend the same on yearly basis on the same or mutually agreed terms & conditions subject to satisfactory performance.

Agency / Firm / Contractor (henceforth "Firm") with experience in this area are invited to submit their applications for the same. The detailed EOI document can be downloaded from: [www.bda.gov.in](http://www.bda.gov.in)

## 2. SCOPE OF WORK

**2.1. PLANTATION WORKS:** The landscape contractor shall be required to complete the plantation works as per the planting schedule provided below. Detailed schedule of works attached in Annexure – 7.

<b>I</b>	<b>Tree plantations</b>	
<b>Si. no</b>	<b>Terms of Reference</b>	<b>Instructions and Procedures</b>
<b>A</b>	<b>Supply of Trees</b>	
<b>1</b>	<b>Physical conditions</b>	All plant materials shall be healthy, sound, vigorous with good Foliage, Plants supplied shall be conforming to the names listed on the plant list. No plant materials will be accepted if branches are damaged or broken. All material must be protected from the sun and weather until planted
<b>2</b>	<b>Health of Trees</b>	All plant materials shall be free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems. Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement.
<b>3</b>	<b>Specification of Trees</b>	In no case, plants other than the specification of the material in terms of height, Girth& Foliage as mentioned in the BoQ shall be acceptable for plantation works. In case of in-availability of the particular species or the planting material as per specification in BoQ ,the alternate species or lower specification as the case may be shall have to be approved by site-in charge in special case after due confirmation of the landscape consultant.
<b>B</b>	<b>Planting of Trees</b>	
	<b>Pit Size</b>	Minimum Pit Size for all trees should be of the size 1mtX1mtX1.2mt. In case of larger trees pit size should be of 1.2mtX1.2mtX1.5mt
	<b>Soil Preparation- Preparation of tree pits:</b>	The soil shall be essentially good Earth mixed with 1/3rd of decomposed farmyard manure along with additives like Gypsum, sulphur ,Zinc Sulphide (ZnS) etc to maintain ph-value of the soil between 7 - 7.5.
	<b>Planting of trees</b>	Planting of trees and stacking / propping to protect the trees from wind and irrigate on need basis. Maintain the tree basins - free of weeds by regular hoeing. Planting the tree with root ball in the pit (tin grown / poly bag grown) after removing carefully and without disturbing the root. Pressing the soil firmly around the tree planted. Preparing the basin around the tree and watering after staking and tying. The plant should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.
	<b>Stacking / Propping</b>	To ensure protection from Winds-staking/ propping it with bamboo tripod using jute string. In all condition, tree should be



		standing in erect position. The staking should have anti-termite treatment .
	<b>Fertilizers /organic solid manures and liquid manures, spray bio insecticides, parasites, predators</b>	All the planting materials shall be periodically examined for termite attacks or plant disease and appropriate measure (application of liquid manures/ growth regulators/ pesticides as per need, weeding regularly so as to keep the plant healthy all the time) shall be undertaken for entire period of the contract. Required at the time of Plantation and entire period of maintenance.
	<b>Watering Arrangement</b>	Making basin around Trees ( 1mtr dia clear space) and maintaining Tools and Tackles/Hose-pipes, tractor mounted Water Tankers or as required in sense all arrangement for water distribution and watering equipments/manpower to be managed by the Contractor for watering the trees;
<b>C</b>	<b>Handing Over of Trees</b>	
1	Name Plate for Trees	All Trees planting should have Name Tag with name of the relevant species and well placed on trees with good visual characteristics. In case of row plantation of similar species, the same can be repeated at definite intervals may be on every 5th tree from the start.
<b>D</b>	<b>Maintenance of Trees</b>	
1	Maintenance of Trees	<p>Apart from the essential watering of the plants, Nurture the trees with organic solid manures and liquid manures, spray bio insecticides, parasites, predators to protect the trees from pest and disease. Amend the soil on regular basis with proper soil amendments to keep the pH level between 7 - 7.5 after completion of (12)Twelve month maintenance period the plants should be maintained by regular watering, weeding, replacing dead plants, applying pesticides, Use of plant physical protection measures etc. so as to grow them vigorously.</p> <p>Newly Planted should be maintained by 1) Watering every alternate days @ 20 ltrs/watering cycle 2) Applying FYM @10kg/ tree/ annum 4) Trimming, pruning as &amp; when required under guidance of the site-in-charge etc.3)The Trees should have proper staking so as the tree should stand erect till the Tree settles with no possibility of bending.</p>
<b>I</b>	<b>Shrubs Plantations</b>	
<b>A</b>	<b>Supply of Shrubs, Creepers, Ground Covers</b>	
	Health of Shrubs/Ground Cover/Creepers etc	Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement.
	Physical Condition	All plant materials shall be healthy, sound, vigorous with good foliage, and free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems. Plants supplied shall be conforming to the names listed on the plant list. No plant materials will be accepted if branches are damaged or broken. All material must be protected from the sun and weather until planted.
	Specification of	The species should be in appropriate specification in terms of

	Shrubs	height& Foliage as provided in BoQ. Species below specification shall be liable for deduction of the item rate as agreed upon.
<b>B</b>	<b>Planting of Shrubs, Creepers, Ground Covers</b>	
	<b>Bed Sizes</b>	As per the specification and depth should be minimum 300 mm deep exclusive of the top 50mm where top edge is defined for watering and flooding. The plantation bed shall be the basis of all billing purpose including maintenance charges to be paid to the contractor
	<b>Soil Preparation</b>	<b>Preparation of soil for grass, ground cover, edges, shrubs and flowerbeds:</b> Then prepare the same soil with 2-3" thick layer of well decomposed, weed free farm yard manure or vermi-compost. Treat the soil with chlorophyriphos / Lindane / Neem cake depends upon the infestation of soil borne pests. Treat the soil with proper herbicide to control the weeds only on need basis. Finally level the soil as per the drawing or planting details.
	<b>Planting</b>	<b>Preparation of pits for shrubs, creepers and hedges :</b> The bed shall be prepared with good earth mixed with 1/3rd quantity of decomposed farmyard manure along with a sapling of shrubs, ground covers etc. as per design plant spacing – 30-60 cm. maintaining( application of liquid manures/ growth regulators/ pesticides as per need, weeding regularly so as to keep the plant healthy all the time) it for a period of 12 Months days from the date of virtual completion of development work
		<b>Planting shrub/ground cover-</b> Planting of shrub in the bed prepared earlier by filling garden soil and manure (67:33 ratio).Planting the shrub with root ball in the pit (tin grown / poly bag grown) after removing carefully and without disturbing the root. Pressing the soil firmly around the tree / shrub planted. Preparing the bed around the shrub and watering after staking and tying. Maintenance of shrub/ground cover up to 12(Twelve)months by regular watering and attending the inter-cultivation practices such as weeding, racking, watering gap filling ,free of weeds by regular hoeing. etc. The plant should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant. Nurture the shrubs/ground cover with organic solid manures and liquid manures, spray bio-insecticides, parasites, predators to protect the trees from pest and disease. Amend the soil on regular basis with proper soil amendments to keep the pH level between 7 - 7.5.
		<b>Planting hedges / edges -</b> Planting of hedge / edge in the ground prepared earlier by filling garden soil and manure Preparing a pit of require size (for accommodating the root ball of plant) Planting the plants in 2/3 rows (as per instructions) at specified distance with root ball removed carefully and without disturbing the root ball from poly bag. Pressing the soil firmly around the plant Preparing the basin for watering. Maintain hedge / edge up to two months by regular watering and attending the inter-cultivation practices such as weeding,

		raking, gap filling, trimming and pruning etc. The hedge / edge should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.
		<b>Planting Ground cover</b> - Planting of ground cover plants in the ground prepared earlier by filling garden soil and manure. Preparing a pit of require size in the ground. Planting the ground cover plant root ball at nine inches apart in the pit after removing carefully and without disturbing the root ball. Pressing the soil firmly around the plant Preparing the basin around the plant watering. Maintenance of ground cover up to two month by regular watering and attending the inter cultivation practices such as weeding, raking, gap filling, trimming and pruning etc. The ground cover should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.
	Fertilizers /organic solid manures and liquid manures, spray bio insecticides, parasites, predators	Required at the time of Plantation and entire period of maintenance
	Watering Requirements	Tools and Tackles/Hose-pipes, tractor mounted Water Tankers or as required to be managed by the Contractor for watering the trees;
<b>C</b>	<b>Handing Over of Shrubs</b>	
	Date of Handing Over	The Shrubs planting should be done in the selected stretch as released complete /partial scope of work
	Name Plate for Shrubs	The Shrubs planting shall be provided with Name Plate to specify the type of shrubs planted as per the bed and in case of longer beds at appropriate intervals so that the same can be identified at distant observations
<b>A</b>	<b>Supply of Lawns</b>	
		Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun cold, injuries, abrasion or disfigurement.
		Supply and planting of lawn: Planting of lawn grass as per drawing without disturbing the desired gradient and level, maintaining (forking, mowing, weeding, fertilizer application) it for a period of 12 Months of completion of virtual completion (No irrigation system provided, however water is available free of cost). Contractor has to make his own arrangement for water distribution)
	Specification of Lawns	Supply and Laying of carpet lawn as per drawing without disturbing the desired gradient and level, maintaining (forking, mowing, weeding, fertilizer application) it for a period of 12 Months of virtual completion of development work( No irrigation system provided, however water is available free of

		cost). Contractor has to make his own arrangement for water distribution)
<b>B</b>	<b>Planting of Lawns</b>	
	Soil Preparation	Top 200 mm depth: The soil shall be essentially good Earth mixed with 1/3rd of decomposed farmyard manure along with additives like Gypsum, sulphur etc to maintain ph-value of the soil between 7 - 7.5.
	Planting	Dibbling of grass: Fine level the soil, apply thin layer of sand, vermicompost and Neemcake mixture of 1" thickness and dibble the grass at 3" distance. Roll the lawn after planting. Irrigate the lawn regularly. Remove weeds on periodical basis. Nurture the lawn with organic, bio-insecticides, parasites, predators to protect the lawn from pest and disease. Mow the lawn regularly and maintain the grass at 50 mm (2") height. Trim all the edges after mowing; keep the edges with trees, shrubbery and flower beds clean. The Carpet Grass would be brought in Rolled carpet form in healthy condition and shall be placed on the already prepared surface and Light roller should be used for setting of the edges for a smooth carpet lawn. The watering of the lawn should be sufficient for thriving of the lawn to grow then vigorously
	Fertilizers /organic solid manures and liquid manures, spray bio insecticides, parasites, predators	Required at the time of Plantation
	Watering Requirements	Tools and Tackles/Hose-pipes, tractor mounted Water Tankers or as required to be managed by the Contractor for watering the trees;
<b>C</b>	<b>Handing Over of Lawns</b>	The lawn areas should be considered fit for handing over once the lawns have settled and the surface starts showing the lawn effect.

## 2.2. REQUIREMENT OF SOIL PREPARATION, PLANTING AND MAINTENANCE MATERIALS

### a. Soil Conditioner

Soil Conditioner shall be Peat Moss, organic compost composted rice hulls or other approved fibrous organic matter suitable for mixing with topsoil to make a friable growing medium for plants. It shall be resistant to rapid decay, free from soluble salts (below 900ppm), pH 6-7, free from large lumps or debris.

Coco-Peat will not be accepted.

A sample shall be submitted to and approved by the Landscape Architect prior to installation.

### b. Organic Compost

Organic compost shall be an organic vegetable compost produced thorough a horticultural or industrial composting process. Compost is to be clean,

decomposed, smell free, and free of any debris, refuse, clay or visible fungus. A sample and test data is to be submitted for approval before use. All compost is to be sterilized before being packed for transport. Any odorous materials delivered to site will be rejected. Any vermin resulting from use of organic compost will have to be controlled by the Landscape Contractor within 12 hours.

**c. Peat Moss**

Peat Moss shall be fibrous fresh water peat from vegetable fibre. Peat will have a pH of 5.8 – 6.5 and shall be free of soluble salts greater than 900 micromos ; Peat shall be free of lumps, sticks or stones greater than 5mm.

**d. Composted Rice Hulls**

Rice hulls shall be partially composted and free from live rice or weed seeds. The rice hull compost shall be nitrogen stabilized and free of particles greater than 5mm.

**e. Sand**

Sand shall be clean, coarse, well graded material, free from soluble salts. Particles shall range in size so that 80-100% passes the 1mm sieve and 0-50% passes the 250 micron sieve.

**f. Fertilizers**

Chemical fertilizers shall be approved granular fertilizers. Fertilizer may be single element or compound, normal or slow release compound fertilizers. They shall be stored in waterproof sealed bags under shelter away from water and direct sunlight. Samples shall be submitted to, and approved by the Landscape Architect, before use in the Works. Organic fertilizers shall be organic products such as organic liquid fertilizer, pellets or granules manufactured primarily from organic materials. These products are to be from accredited sources and technical data indicating sources of origin and manufacturing process must be submitted and approved before use. Animal by-products must be sterilized before being packed for transport and odorous materials used on site will be rejected.

**g. Mulches**

Mulches shall be an approved friable-composted organic material such as Oil Palm husks, organic compost or an approved mix. Coco-peat will not be allowed unless mixed in a proportion of 50-50 with another mulching material free from soluble salts or toxic materials and resistant to rapid decay. Mulches shall have a pH of 5.5 - 7.0. Samples are submitted to the Landscape Architect and approved before use. Mulches are to be applied in a 50mm thick layer over the entire surface of shrub and groundcover areas. Mulching is to be re-applied to expose soil in planting areas every 3 months after initial installation until the end of the maintenance period or until complete surface cover by vegetation is achieved. Initial mulching is to take place within two days of installation of planting.

## **A. STAKING AND SUPPORTS**

Newly planted trees must be held firmly although not rigidly by staking to prevent a pocket forming around the stem and newly formed fibrous roots being broken by mechanical pulling as the tree rocks.

Methods: The main methods of staking shall be:

- i. A single vertical stake, 900mm longer than the clear stem of the tree, driven 600mm to 900mm into the soil.
- ii. Two stakes as above driven firmly on either side of the tree with cross-bar to which the stem is attached. Suitable for small bare-rooted or balled material.
- iii. A single stake driven in at an angle 45° and leaning towards the prevailing wind, the stem just below the lowest branch being attached to the stake, Suitable for small bare-rooted or balled material.
- iv. The end of stake should be pointed and the lower 1m to 1.2m should be coated with non - injurious wood preservative allowing at least 150mm above ground level.

## **B. STAKING AND SUPPORTS**

After planting of all plants are to be thoroughly watered using enough water to soak the ground all around the root ball. After the water has percolated away leaving the surface relatively dry the soil is to be lightly cultivated to give an even soil tilth.

## **C. MULCHING**

After completion of planting, watering and light cultivation operations, a 50mm deep layer of approved mulch shall be spread over all planting areas except turf and groundcover beds. Mulching is to be done within 2 days of completing planting and watering in. The cost of mulching is cleared to be included in the unit rates for planting.

## **D. FERTILIZING**

After planting and before the commencement of maintenance operations all planting areas will be fertilized at three month intervals. Planting beds and pits shall be fertilized with an approved slow release fertilizer at the rate of:

Trees	: 250gm per tree
Shrubs/Climbers	: 50gm per plant or 50gms/m <sup>2</sup>
Groundcover	: 50gm per square meter
Herbaceous/Rooted shoots	: spread around the base of the plants

Turf areas shall receive area 46.0.0 at a rate of 1kg/100m<sup>2</sup>. All fertilized areas are to be watered immediately after fertilizer application.

## **E. DISEASE CONTROL**

The Landscape Contractor shall take all necessary precautions to prevent or eradicate any outbreak of disease or insect attack.

## **F. PLANTING INTO TURF AREAS**

Where planting is to be carried out in areas of turf, the turf shall be carefully cut to the size of the tree or shrub pit, rolled and stored for re-use, being kept moist and in shade. After planting, turf shall be relaid around the base of the plant. The Landscape Contractor shall replace any turf, which is damaged during planting operations.

## **G. PROTECTION OF PLANTED AREAS**

The Landscape Contractor shall be responsible for protecting all planted areas. If it is necessary for the Landscape Contractor to erect temporary protective fencing / tree guard, the Landscape Contractor shall be responsible for keeping the fencing in position and in good repair until the end of the maintenance period. Fencing proposals shall be submitted to the Landscape Architect for approval.

### **3. ELIGIBILITY CRITERIA:**

#### **a. Eligible Applicant**

- i. The Applicant should be a single business entity (the “Single Business Entity”). A Single Business Entity shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.
- ii. The applicants need to submit up to date tax clearance certificate (IT etc.) as per relevant Act.
- iii. Applicant(s) should not have been blacklisted by any Central/ State Government/ Public Sector
- iv. Applicant(s) should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this EOI & RFP stage and in execution of agreement.
- v. Consortium is not permitted to participate in the Empanelment. Only Single Applicant is/are permitted to submit applications. The Applications / Eligibility

and Qualification Submission of the Applicant(s) submitting as Consortium shall be termed as Non Responsive and rejected.

**b. Conflict of interest**

- i. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Empanelment Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Empanelment Process, if the relationship between two Applicant is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- ii. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.
  - a) **If Applicant is a Company:** In such case, the Applicant (including its Member or Associate or any share holder thereof of Applicant and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be, also holds:
    - more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
    - more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.
  - b) **If Applicant is a Partnership Firm:** In such case, the Applicant or its Partners or Associate having a profit sharing of more than 25% of such Applicant or its Partners or Associate as the case may be also holds:
    - more than 25% of the paid up and subscribed equity capital in the



other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or

- more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm, and/or Other Applicant, its Member or Associates which is a Proprietorship Firm.

c) **If Applicant is a Proprietorship Firm:** In such case, the Applicant or its Proprietor or Associate of such Applicant or its Proprietor or Associate as the case may be also holds;

- more than 25% of the paid up and subscribed equity capital in the other Applicant, its Member or Associate of such other Applicant, its Member or Associates is Company; and/or
- more than 25% of profit sharing in other Applicant, its Member or Associates such other Applicant, its Member or Associates is a Partnership firm. and/or other Applicant, its Member or Associates which is a Proprietorship Firm.

- iii. It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2 of the Companies Act 2013.
- iv. a constituent of such Applicant is also a constituent of another Applicant; or.
- v. such Applicants receives or has received any direct or indirect subsidy from any other Applicant/s, or has provided any such subsidy to any other Applicants; or
- vi. such Applicants has the same legal representative for purposes of this Application as any other Applicants; or
- vii. such Applicants has a relationship with another Applicants, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicants.

c. **Fraud and Corrupt Practices**

- i. Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in the EOI, Authority may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Empanelment Process.
- ii. Without prejudice to the rights of Authority under Clause above, in the event that an Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Empanelment Process, such Applicant will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- iii. For the purposes of this Clause, the following terms will have the meaning given to them below:

(a) **corrupt practice** means:

offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Empanelment Process or has dealt with matters concerning the agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Empanelment Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the Empanelment Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the EOI, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

- (b) fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;
- (c) coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;
- (d) undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (B) having a Conflict of Interest (as set out in above Clause); and
- (e) restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Empanelment Process.

#### **4. QUALIFICATION CRITERIA**

The Application of the Applicants meeting above Eligibility Criteria shall be considered for assessment of following Qualification Criteria, whereby they must meet Technical & Financial Capability Criteria.

**a. Technical Capability Criteria**

- i. The firm should have experience of at **least 5 years in landscape development**, which include Development of Large Open spaces / Parks / Public Areas, Streetscapes, Recreational facilities.
- ii. The Firm desirous of being empaneled shall have experience of successful completion of at **least three (3) similar Landscape works** of project cost not less than **INR 50.00 Lakhs each in last 5 financial years**. Certificate from the appropriate authority shall be enclosed to substantiate the fact.

**b. Financial Capability Criteria**

The applicant shall have minimum average annual turnover of **Rupees Two (2) Crores in last three financial years**, i.e. 2016-17, 2017-18, 2018-19.

Consortiums of firms are not eligible to apply for the empanelment. Firms applying for the empanelment shall submit the filled forms attached in EOI document. Firms applying for empanelment shall submit duly filled forms attached in EOI before date mentioned in the notice.

The pre application meeting / conference shall be held in the Conference Room of the Bhubaneswar Development Authority on the date and time specified in EOI schedule.

**c. Associate(s)**

- i. In evaluating the Financial Capability Criteria and Technical Capability Criteria of the Applicant under sub-clauses herein above, aggregating the Financial Capability and Technical Capability of any Associates of the Applicant for the purpose of meeting the Financial Capability Criteria and Technical Capability Criteria shall be permitted.
- ii. For the purpose hereof, the word “**Associate**” shall mean, in relation to the Applicant, a firm which controls the Applicant (i.e. Parent) or is controlled by the Applicant (i.e. subsidiary), or is under the common control with the Applicant (i.e. sister concern).

- iii. As used here, the expression “control” means, with respect to Applicant firm which is a company, the ownership of common shareholders, directly or indirectly, of at least 50% of the voting shares / shareholding of the firm in question.
- iv. As used here, the expression “control” means, with respect to Applicant / firm which is a partnership, the rights of common partners to at least 50% of the profits of the firm in question.
- v. In case the Applicant firm is a Proprietorship, the expression “control” shall mean, (i) holding of at least 50% of the voting shares by the Proprietor in the company from which it is taking Associate credit and /or (ii) status as a Partner in the Partnership firm from which its taking credit with at least 50% share in the profits of such Partnership firm.
- vi. Any claims of credit from Associate firm must be accompanied by a certificate by a registered chartered accountant clearly explaining how the Associate firm meets the above definition of the Associate firm.

## 5. EMPANELMENT SCHEDULE

Authority shall endeavor to adhere to the following schedule:

Event / Description	Time / Date
Period of availability of EOI	Till 24 /10 /2019
Pre Application meeting	3.30 Pm, 18 /10 /2019
Last Date of Submission of Queries	3.00 Pm, 18 /10 /2019
Last date of receipt of EOI	5.00 Pm, 25 /10 /2019
Place of submission of EOI	Chief Engineer-cum-Engineer Member, Bhubaneswar Development Authority, Sachivalaya Marg, Bhubaneswar, Odisha, Pin: 751001
Date and time of EOI opening	11.30 Am, 26 /10 /2019

## 6. CLARIFICATIONS AND PRE-APPLICATION MEETING

- A. Any Applicant seeking a clarification with regard to the EOI may address the request in writing to Authority, at [chiefengineerbda@gmail.com](mailto:chiefengineerbda@gmail.com) or raise its queries during the Pre-Application Meeting. All e-mail queries or clarification requests should be received on or before the last date for receiving queries,

as specified in the Empanelment Schedule.

- b.** Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Empanelment Schedule. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on Website(s). It shall be the responsibility of the Applicants to check Authority's Website(s) for the responses to the queries or requests for clarifications. Authority may, but shall not be obliged to, communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- c.** Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
  - d.** A Pre-Application Meeting shall be held on date and time specified in Empanelment schedule to clarify any queries that the Applicants may have. Queries in writing should be sent to Authority by the date and time specified in Empanelment schedule at the address given in clause no. 10.3. The queries shall also be mailed to [chiefengineerbda@gmail.com](mailto:chiefengineerbda@gmail.com)

The venue of the Pre-Application Meeting will be as follows.

Chamber of CE cum EM, BDA  
Bhubaneswar Development Authority (BDA)  
Bhubaneswar Development Authority,  
Sachivalaya Marg,  
Bhubaneswar, Odisha, Pin: 751001

- e.** In addition to the Pre-Application Meeting, Authority may choose to conduct further road shows and pre-application meetings, if it deems necessary.
- f.** The minutes of the Pre-Application Meeting / corrigendum incorporating the clarifications will be circulated to all the participant Applicants and will also be

uploaded on Website(s) and shall form part of the EOI.

**7. AMENDMENT OF EOI:**

- a. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing or at the Pre-Application Meeting, may choose to modify the EOI by issuing an addendum before the Application Due Date.
- b. Any modification to the EOI following the Pre-Application Meeting will be made by Authority only by issuing an Addendum.
- c. Any Addendum issued before the Application Due Date shall form part of the EOI and shall be published on **www.bda.gov.in**.
- d. Each Addendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Applicant.
- e. To give prospective Applicants reasonable time in which to take any Addendum into account in preparing their Applications, Authority may, at its sole discretion, extend the Application Due Date.
- f. Any oral statements made by Authority or its advisors regarding the Empanelment Process, the EOI or on any other matter, including oral clarifications or information provided by or on behalf of Authority at the Pre-Application Meeting or the minutes of the Pre-Application Meeting shall not be considered as amending the EOI.
- g. Authority may, but shall not be obliged to, issue the revised EOI reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Empanelment Schedule. If issued by Authority, the revised EOI shall be definitive and binding and Authority shall not entertain any deviations from the revised EOI at the time of submission of the Application or thereafter.
- h. Authority will assume that the information contained in or provisions of the revised EOI, if issued, will have been taken into account by the Applicant in its Application. Authority assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised EOI or for any consequent losses suffered by the Applicant.

**8. FORM FOR EMPANELMENT AND DETAILS OF APPLICATION**

- a. Authority has adopted a Two-stage selection process for award of the Project(s). In the first stage the applicants shall qualifying in evaluation shall be empaneled and in second stage the projects shall be bided amongst the empaneled agencies for award of projects. In this stage, the applicants are required **to submit a single Application** for empanelment only.
- b. The Application submitted by Applicant shall comprise the following:

Annexures	Description
Annexure A1	Covering letter
Annexure A2	Description of the entity / Applicant
Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Summary of Technical Experience
Annexure A5	Summary of Financial Strength
Annexure A6	Formant of EMD (BG)

It is clarified that all certificates to be issued by the statutory auditor of the Applicant/Member/Associate shall be issued on the letterhead of such statutory auditor.

**9. VALIDITY OF THE APPLICATION:**

- a. Each Applicant shall indicate that it is a firm and irrevocable application, and shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Application Due Date or till empanelment process is over. Non-adherence to this requirement may be a ground for declaring an Application as non-responsive.
- b. In exceptional circumstances, prior to the expiry of the Application validity period, Authority may request the Applicants in writing to extend the Application validity period. Applicants who agree to extend the Application validity period shall also extend the validity of the EMD for an equivalent period. An Applicant may refuse to extend the Application validity period without forfeiture of its EMD. An extension of the Application validity period will



not entitle an Applicant to modify its Application.

## **10. PREPARATION OF APPLICATION**

- a.** Each Application must be typed or written in indelible ink and should be physically signed by the Authorised Signatory. The name and position held by the person signing the Application must be typed or printed below the signature.
- b.** All pages of Application must be physically initialed by an authorized signatory of the Applicant. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.
- c.** The Applications shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant.
- d.** While submitting the Applications, if the space provided in the prescribed forms in the Annexures is insufficient, the Applicants may format the prescribed forms for making due provision for incorporation of the requested information.
- e.** The Applicant shall be responsible for all the data provided in the Application. The Applications should be prepared in reasonable detail to enable Authority or its nominated agencies/advisors to evaluate the Applications for selection of the Applicant.
- f.** Each Applicant is advised to carry out necessary technical surveys, site visit, field investigations, market and demand assessment, etc. at its own cost and risk, before submitting its Application.

## **11. SUBMISSION OF APPLICATION**

- a.** The Applicant(s) is/are required to submit the one set of original Application along with a copy of same in sealed envelopes, clearly marked as follows:

**“Application For Empanelment of Agency for Landscape Development**

**work of various Parks and Roads ”**

**(One Original + One Copy)**

**DO NOT OPEN BEFORE SPECIFIED TIME ON APPLICATION DUE DATE**

**Submitted By: [ Name, Address & Contact Details of the Applicant]**

Sealed envelope (i.e., the envelope containing One Original + One Copy of the Application) shall clearly indicate the name, address and contact details of the Applicant.

- 11.1 If the envelopes are not sealed, marked and submitted as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Applications and consequent losses, if any, suffered by the Applicant.
- 11.2 Each Applicant shall submit as part of its Application:
- a) the original Application and 1 (one) copy of the Application. The original shall be labelled "ORIGINAL" and the copy shall be labelled "COPY"; and, In the event of any discrepancy between the original and the copy, the original will prevail.
- 11.3 The Applications shall be submitted to the following address:
- To,
- Chief Engineer-cum-Engineer Member,**  
Bhubaneswar Development Authority,  
Sachivalaya Marg,  
Bhubaneswar, Odisha, Pin: 751001
- An Application submitted by an Applicant to any address other than the above mentioned address will not be considered for evaluation.
- 11.4 Each Applicant shall be permitted to submit only 1 (one) Application for Empanelment. An Applicant who submits or participates in more than one Application(s) for Empanelment shall cause all the Applications with the Applicant's participation to be disqualified.
- 11.5 The Applications should be received at the above address on or before Application Due Date & time. Applicants shall submit their Applications by hand delivery / registered post/speed post/courier only so as to reach the designated address by the Application Due Date. For submission of Applications, there will be no drop box facility available. Applications submitted by fax or e-mail shall not be entertained and shall be rejected. Further, if any Application is received after the specified time on the Application Due Date, it shall be rejected and shall be returned unopened to the Applicant.

- 11.6 Authority or any of its agencies/consultants/advisors shall not be responsible for any delay in receipt of the Applications. Any Application, received after the Application Due Date shall not be opened or evaluated and shall be deemed to be rejected for all purposes
- 11.7 Applicants may be required to periodically update, at any time as may be notified by Authority, the information submitted in their Applications as regards the following:
- a) evidence of access to project funding and its sources; and
  - b) complete balance sheet of the Applicants.
  - c) Technical qualification / experience of the firm, etc.
- 11.8 The Applicant shall bear all costs associated with the preparation and submission of its Application, including data collection, analysis, design, etc. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Empanelment Process.

## **12. ACKNOWLEDGEMENT BY THE APPLICANT:**

- 12.1 It shall be deemed that by submitting the Application, the Applicant has:
- (a) made a complete and careful examination of the information provided in the EOI;
  - (b) received all relevant information requested from Authority;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Authority;
  - (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, development of the Project in accordance with the EOI and performance of its obligations thereunder;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority; and

- (f) agreed to be bound by the undertakings provided by it under and in terms of the EOI.

12.2 Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the EOI or the Empanelment Process, including any error or mistake therein or in any information or data given by Authority.

12.3 It will be deemed that by submitting the Application, an Applicant agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the EOI and/or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

### **13. MODIFICATIONS OR WITHDRAWALS OF APPLICATIONS**

13.1 Any Applicant may modify or withdraw its Application after submission but prior to the Application Due Date, provided that Authority receives a written notice of the modification or withdrawal prior to the Application Due Date. The responsibility of submitting the modified Application, if any, by the Application Due Date, will rest solely with the Applicant.

13.2 No Applicant shall be allowed to modify its Application after the Application Due Date.

13.3 Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.

13.4 The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the EOI with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

- 13.5 If Authority receives a withdrawal notice before the specified time on the Application Due Date, then Authority shall return the Application to such Applicant unopened, and the EMD, if any, submitted by the Applicant.
- 13.6 If Authority receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.

**14. MISCELLANEOUS INSTRUCTIONS TO APPLICANTS:**

- 14.1 All Applicants should note the following:
- (a) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring an Application non-responsive.
  - (b) All communication and information should be provided in writing and in English language.
  - (c) All financial data shall be in Indian Rupees.
  - (d) The metric system, except for description of land, shall be followed for units. All land related information will be provided in Acres.
  - (e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
  - (f) Authority or any of its agencies/consultants/advisors reserve the right to seek additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority.

- (g) Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
- (h) If any claim made or information provided by the Applicant in the Application or any information provided by the Applicant in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/consultants/ advisors, is adequately satisfied.

**15. EARNEST MONEY DEPOSIT:**

- a. The Applicants are required to submit an Earnest Money Deposit (EMD) of **Rs. 1.50 Lakhs (Rupees One Lakhs Fifty Thousand Only)** along with its Application.
- b. The EMD shall be in the form of an account payee demand draft / pay order / banker's cheque from a scheduled commercial/nationalized bank in India in favour of "**Bhubaneswar Development Authority**", and payable at "**Bhubaneswar**", or an unconditional and irrevocable bank guarantee, in the format set out at Annexure A6. The Bid Security shall remain valid for a period of 240 days (Two hundred and Forty days) from the Application Due Date.
- c. Any Application not accompanied by an acceptable EMB, in the manner stated above, shall be summarily rejected by Authority as non-responsive.
- d. Unless forfeited in accordance with Clause 14.7 below, the EMD of the unsuccessful Applicants will be returned by Authority no later than 30 (thirty) days from the date of completion of Empanelment process.
- e. The EMD of the empaneled firms and shall be returned upon the completion of the empanelment period.

- f. The Applicant, by submitting its Application pursuant to the EOI, shall be deemed to have acknowledged and confirmed that Authority will suffer loss and damage on account of withdrawal of its Application or for any default by the Applicant during the Application validity period as set out in the Empanelment Schedule.
- g. The EMD shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
  - (a) Application is withdrawn during the Application validity period;
  - (b) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3;
  - (c) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*), Clause 2.2 (*Conflict of interest*), and Clause 21 (*Rights of BDA*);

### **OPENING AND EVALUATION OF APPLICATIONS**

#### **16. OPENING OF APPLICATIONS**

- a. Authority shall open only those Applications that are submitted on or before the specified time on the Application Due Date.
- b. Authority shall open the Applications at the time and on the date specified in Empanelment Schedule at the following address:

To

**Chief Engineer-cum-Engineer Member,**

Bhubaneswar Development Authority,

Sachivalaya Marg,

Bhubaneswar, Odisha, Pin: 751001

The Applications shall be opened in the presence of the Applicants whose designated representatives choose to be present.

- c. The names of all Applicants who have submitted Applications will be

read out, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.

- d. The envelopes of the Applications will be opened on the date mentioned in the Empanelment Schedule and at the time and place specified in Clause -04 above. Authority will prepare a record of the opening of each part of the Applications that will include, at a minimum, the names of the Applicants whose Applications have been received. The Applicants' representatives who are present will be requested to sign the record. The omission of an Applicant's representative's signature on the record will not invalidate the contents and effect of the record.
- e. Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified to undertake the Project. The procedure for evaluation of the Applications is set out at Clause 18.
- f. Any information contained in an Application will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Applicant, in the event that the Applicant is subsequently empaneled on the basis of such information.

#### **17. General Conditions of Evaluation:**

- a. To assist in the examination and evaluation of Applications, Authority or any of its agencies/consultants/advisors may utilize the services of any consultant or other advisor to assist in the examination, evaluation and comparison of Applications.
- b. Authority or any of its agencies/consultants/advisors reserve the right to verify any information submitted by the Applicants. Authority's decision regarding any Applicant's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Applicant of the grounds of such decision/rejection.
- c. Applicants shall provide evidence of their continued eligibility, in accordance with their Applications in a manner that is satisfactory to Authority and as Authority may reasonably request during empanelment



period. Specifically, Applicants may be required to update, at Authority's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. An Applicant may be disqualified, if it is determined by Authority at any stage of the Empanelment Process that the Applicant will be unable to fulfil the requirements of the Project or fails to continue to satisfy the qualification criteria.

- d.** Information relating to the examination, clarification, evaluation and comparison of Applications and recommendations for the empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the publication of list of empaneled agencies. Any effort by an Applicant to influence Authority or any of its agencies/consultants/advisors processing of the Applications for award shall result in the rejection of the Application of such Applicant.

## **18. Evaluation Stages**

- a.** The evaluation of the Applications will be carried out in two sub-stages:
  - a)** The first sub-stage will involve qualification of Applicants based on the evaluation of their Eligibility Criteria to determine compliance with the eligibility eligibility criteria in accordance with Clause 2. Only those Applicants who are found to meet the eligibility criteria will be qualified for the next sub-stage.
  - b)** The second and final sub-stage will involve qualification of Applicants based on the evaluation of their Applications to determine compliance with the Qualification Criteria in accordance with Clause 3 and fulfilments other requirements as per EOI. Only those Applicants who are found to meet the Qualification Criteria shall be identified for empanelment.
- b.** The Applicants meeting the Qualification criteria specified in Clause 3.0 shall be considered for Empanelment.
- c.** BDA at its own description may curtail the list of empaneled firms based on their experience / turnover / or other criteria as deemed fit.

## **19. EVALUATION OF APPLICATIONS**

### **Determination of Responsiveness and Evaluation of Applications**

- a.** The Applications will first be evaluated to determine responsiveness to the EOI. An Application shall be considered responsive only if:
  - (a) the Application and all documents specified in Clause 7.2 are received in the prescribed format;
  - (b) the Application is received by the Application Due Date, including any extension thereof;
  - (c) it is signed, sealed and marked in accordance with the provisions of the EOI, including specifically, as per Clause 10;
  - (d) it contains all the information and documents (complete in all respects) as requested in the EOI; and
  - (e) it does not contain any condition for qualification.
- b.** Authority shall evaluate and determine whether the Applicants who have submitted responsive Applications satisfy the eligibility criteria and the Qualification Criteria.
- c.** If any Applicant is found to be disqualified in accordance with the terms of the EOI or the Application is found to be non-responsive or the Applicant does not meet the Qualification Criteria and the eligibility criteria, then the Application submitted by such Applicant will be rejected.
- d.** Authority or any of its agencies/consultants/advisors may ask for additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will

not be considered.

- e. In order to determine whether the Applicant satisfies the eligibility criteria and the Qualification Criteria, Authority will examine the documentary evidence of the Applicant's eligibility and qualification submitted by the Applicant and any additional information which Authority receives from the Applicant upon request by Authority.
- f. Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Application.

### **EMPANELMENT AND OTHER MISCELLANEOUS DETAILS**

#### **20. EMPANELMENT OF FIRMS**

- a. After completing the evaluation of the Applications and empanelment of the Selected Applicant, Authority shall issue the Letter to successful Empaneled firms.
- b. **RFP / Tender / Bid for award of Projects :-**
  - i. RFP documents shall be shared with the empaneled agencies as and when required for various projects.
  - ii. The empaneled agencies shall submit their Proposals / Tender / Bids as per the terms and conditions specified in the RFP documents to be issues.
  - iii. The detailed scope of work along with the other description of each project / assignment shall be intimated to the empaneled agencies at the time of RFP.
  - iv. Agencies selected in the RFP shall be awarded the projects / assignments.

#### **21. EOI DOCUMENT FEE**

- a. **Cost of EOI Document:**

- (a) The Applicants are required to submit **INR 5,000/- (non-refundable) plus GST @12%** to be payable in the form of Account payee Demand Draft / Pay Order / Banker's Cheque in favour of "**Bhubaneswar Development**

**Authority”** payable at “**Bhubaneswar**” along with the Application as non-refundable cost of EOI document.

- (b) The cost of EOI Document shall be submitted as Part of Application in a separate sealed cover. Any Application not accompanied with EOI Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Applications of such Applicant shall not be evaluated further.

## **22. RIGHTS OF AUTHORITY / BDA**

- a. Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - (a) suspend the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter to the Empanelled Applicant;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Applicant;
  - (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, provided that any such verification or lack of such verification by Authority shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of Authority;
  - (e) reject an Application, if:
    - (i) at any time, a material misrepresentation is made or uncovered; or
    - (ii) the Applicant in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Application.
  - (f) accept or reject an Application, annul the Empanelment Process and reject all Applications, at any time prior to the issuance of the Letter to the Selected Applicant, without any liability or any obligation for such

acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Applicants and without any obligation to inform the affected Applicants.

In the event that Authority annuls the Empanelment Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications from for empanelment.

BDA reserves the right to drop any Applicant from the empaneled list, add more agency to the empaneled list and/or curtail the empaneled list without assigning any reason whatsoever. BDA also reserves the right to modify the terms and conditions of empanelment. All decisions taken by BDA regarding empanelment shall be final and binding on all Empaneled Agencies.

BDA also reserves the right to empanel / select any other agency or engage any agency outside the list of Empaneled Agencies, if required after carrying out a competitive bid / selection process or through suitable mechanism.

- b.** If it is found during the Empanelment Process, at any time before Empanelment or after Empanelment and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by an Applicant, or an Applicant has made material misrepresentations or has given any materially incorrect or false information to Authority, then:
  - (a) the Applicant will be disqualified if not Selected for empanelment by the issuance of the letter; and
  - (b) the Letter shall be cancelled if the Applicant has been declared as the Selected Applicant and if the applicant has been empanelled, then the applicant shall be removed from the list of empanelled firms.

Upon any disqualification, cancellation or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Applicant. Additionally, Authority will have the right to forfeit and appropriate the Empanelment Security or, as the case may be, the Performance Security if the Operator Agreement has been executed, as a mutually agreed genuine pre-

estimate of the loss suffered by Authority for, amongst others, Authority 's time, cost and efforts in conducting the Empanelment Process. Such forfeiture will be without prejudice to any other right or remedy that Authority may have under the EOI or Applicable Law.

## **23. MISCELLANEOUS**

- a.** The Empanelment Process, the EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.
- b.** The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process and the EOI.
- c.** All documents and other information provided by Authority or submitted by an Applicant to Authority will remain or become the property of Authority, as the case may be. Applicants are required to treat all information provided by Authority in the EOI as strictly confidential and will not use them for any purpose other than for preparation and submission of their Applications.
- d.** Authority will treat all information, submitted as part of Application in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Applications or the Empanelment Process unless:
  - (g) such publication is contemplated under these EOI; or
  - (h) such publication or disclosure is made to any person who is officially involved or concerned with the Empanelment Process or is a retained professional advisor advising Authority or the Applicants on matters arising out of or concerning the Empanelment Process; or
  - (i) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or

- (j) such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005); or
    - (k) in connection with any legal process.
  - e. Authority shall not be required to return any Application or part thereof or any information provided along with the Application to the Applicants, other than in accordance with provisions of the EOI.
-

**ANNEXURE-1: FORM - 1**  
**FORMAT FOR COVERING LETTER**  
***(On the Letterhead of the Applicant)***

To

**Chief Engineer-cum-Engineer Member,**

Bhubaneswar Development Authority,

Sachivalaya Marg,

Bhubaneswar, Odisha, Pin: 751001

Dear Sir:

**Ref: Expression of Interest for Empanelment of Agency for Landscape Development work of various Parks and Roads**

1. Being duly authorized to represent and act on behalf of.....  
(hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the information provided in the Empanelment document provided by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial



pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.
8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. I/We submit cost of EOI document of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DDno./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.
13. I/We offer a EMD of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) vide \_\_\_\_\_ [DDno./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.

14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date .....

**ANNEXURE-2: FORM - 2**

**Applicant profile and status**

Sr. No.	Description	Particulars
1.	Name of the firm	
2.	Status(Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Web address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Any other relevant information	
17.	No of years of experience in Landscape work	

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Date .....

### ANNEXURE-3: FORM -3

#### FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, \_\_\_\_\_[name of the company/partnership/ proprietary firm], a \_\_\_\_\_ [Company/partnership/ proprietary firm] incorporated under the \_\_\_\_\_[Insert relevant act], having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Expression of Interest (EOI) for **“Empanelment of Agency for Landscape Development work of various Parks and Roads”** (“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the BDA and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_ daughter/son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint \_\_\_\_\_ [name & designation of the person] son/daughter/wife of \_\_\_\_\_ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the EOI.

- to sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;
- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the power hereby conferred shall always be deemed to have been done by us.

The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____,20____ in the presence of [name & designation of the	<div>-----</div> <div>[name &amp; designation of the person]</div> <div>-----</div>
---	---

person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]	[name & designation of the person]
---	------------------------------------

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

**ANNEXURE-4: FORM - 4**  
**Summary of Technical experience**

**Completed projects:**

<b>Sr. No.</b>	<b>Name of project</b>	<b>Client / Agency</b>	<b>Period</b>	<b>Project Cost</b>	<b>Remarks</b>
1					
2					
3					
4					
5					

**Note:**

1. Supporting document with respect of each work experience to be furnished by the applicants.
2. CA Certificate to be furnished

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date .....

## ANNEXURE-5: FORM - 5

### Summary of Financial Strength

Sr. No.	Financial Year	Turnover of firm/ company in INR	Average Annual Turnover – for Last 3 FY.
1	2016-17		
2	2017-18		
3	2018-19		

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Date .....

**Note:**

1. Audited annual statements (Balance Sheet and Profit & Loss account) for last three years to be submitted by the applicants.



## ANNEXURE-6: FORM - 6

### FORMAT OF EMD (BG)

(To be executed on appropriate value of Non-Judicial Stamp Paper)

B.G. No. [\_\_\_\_]

Dated:

1. In consideration of you, Bhubaneswar Development Authority. (referred to as **BDA**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Application of [*insert name of Applicant*] with its registered office at [*Insert Address*] (referred to as the **Applicant** which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the “Expression of Interest for \_\_\_\_\_” (collectively the **Project**), pursuant to the EOI dated [\_\_\_\_] (referred to as the **EOI**) issued in respect of the Project, we (Name of the Bank) having our registered office at [\_\_\_\_] and one of its branches at [\_\_\_\_] (referred to as the **Bank**), at the request of the Applicant, do hereby in terms of the EOI, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the EOI by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to BDA an amount of Rs. [\_\_\_\_] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant, if the Applicant fails to fulfil or comply with all or any of the terms and conditions contained in the EOI.
2. Any such written demand made by BDA stating that the Applicant is in default of due and faithful compliance with the terms and conditions contained in the EOI will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse,

contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of BDA is disputed by the Applicant or not, merely on the first demand from BDA stating that the amount claimed is due to BDA by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the EOI, including but not limited to the following events:

- (a) if an Applicant engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 2.3 of the RFP;
- (b) if an Applicant is disqualified in accordance with Clause 7.1 (*Number of Applications*), Clause 2.2 (*Conflict of Interest*) and Clause 21 (*Rights of BDA*);
- (c) if, after the Application Due Date, an Applicant withdraws its Application during the Application validity period, as extended from time to time; or

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Application Due Date or for such extended period as may be mutually agreed between BDA and the Applicant, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that BDA will be the sole judge to decide as to whether the Applicant is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the EOI including, those events listed at paragraph 3 above. The decision of BDA that the Applicant is in default as aforesaid will be final and binding on us, notwithstanding any differences between BDA and the Applicant or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.

7. In order to give full effect to this Guarantee, BDA will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the EOI or the Application submitted by the Applicant.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or BDA):
  - (a) any time or waiver granted to, or composition with, the Applicant or any other person;
  - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Applicant, as the case may be;
  - (c) any variation of the EOI, so that references to the EOI in this Guarantee shall include each such variation;
  - (d) any unenforceability, illegality or invalidity of any obligation of the Applicant or BDA under the EOI or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Applicant under the EOI).

10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for BDA to proceed against the Applicant before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which BDA may have obtained from the Applicant or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BDA in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [\_\_\_\_\_]. The Bank will be liable to pay the amount or any part of the Guarantee only if BDA serves a written claim on the Bank in accordance with paragraph 11 of this Guarantee, on or before .....  
(indicate date falling 240 days after the Application Due Date).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. .... its ..... and authorised official.

(Signature of the Authorised Signatory)

**(Official Seal)**

In the presence of:

Name of the witness

Signature of the witness

Address of the witness

**ANNEXURE-7: FORM - 7**  
**SCHEDULE OF WORKS**

Item rate for landscape works			
Sr.no.	Item	Unit	Unit rate
<b>A</b>	<b>Land preparation</b>		
<b>1</b>	<b>Site clearing and</b> removal of shrubs, weeds, debris, etc., including all lifts & transporting within project area as directed by Engineer.	Sqm	
<b>2</b>	<b>Excavation up to an average 1.00 m</b> (including for foundation) in all types of soils, such as Earth, Marine clay, Marshy Land, Garbage, Murum, etc. as directed by Engineer. The rate includes any shoring, pumping out water, removing the rank vegetation, etc., stacking the excavated materials in layers within a lead of 3.0km measured from the edge of cutting including all lifts & transporting within project area as directed by Engineer.	Cu.M	
<b>3</b>	<b>Filling in with selected earth up to an average 1.0 m</b> , free from organic and inorganic content in layers of 20 cm thickness including watering, ramming and consolidating, etc. complete and as directed by Engineer.	Cu.M	
<b>4</b>	Lifting & Spreading of soil uniformly over the surface area as per landscape design/advice of the site in charge.	Cu.M	
<b>5</b>	Lifting & spreading of manure uniformly as per the direction of site in-charge.	Cu.M	
<b>6</b>	Hoeing of soil & manure spreaded for smooth mixing in the upper surface & levelling dressing for grassing the area as per the instruction of officer in-charge.	Sq.m	
<b>B</b>	<b>Manure</b>		
<b>1</b>	Supplying at site of work well-decayed farm-yard manure, from any available source, approved by the Engineer-in-charge including screening, loading, unloading, delivery at site and stacking.	kg	
<b>2</b>	Supplying site of work-Deoiled Neem-Cake duly packed in used bags including screening, loading, unloading, delivery at site and stacking.	kg	
<b>3</b>	Supplying at site of work sludge including screening, loading, unloading, delivery at site and stacking.	kg	
<b>C</b>	<b>Plantation</b>	<b>Species / Common name</b>	
<b>1</b>	<b>Supply &amp; planting of ground covers / flower beds -</b> Saplings, well developed, min. 0.15m high, in polybag of 20x15cm size, disease free and development of shrubs, plant pockets, etc. including excavation up to 450mm deep,	Correopsis verticillata	
		Iresine herbstii	
		Ophiopgon japonicus	
		Wedelia trilobata	
		Rose	
		Hollyhock	
		Lady's lace	
		Aster	
		Snapdragon (Antirrhinum)	

Item rate for landscape works				
Sr.no.	Item		Unit	Unit rate
	spreading good quality soil and FYM mix, continuous weeding operations, pre-treating area with anti-termite insecticide, planting of plants as specified in drawings including supply of necessary labor and equipment and supply, carting, loading and storage of good quality soil, fertilizer, termite treatment chemical, weedicide, insecticide, FYM, etc. stacking of debris and casting up to any lead and lift as specified including the cost of the plant.	Tuberose		
		Lilium		
		Gladioli		
		Dahlia		
		Marigold jumbo		
		Marigold Inca		
		Pandanus		
		Lantana camara		
		Syngonium		
		Coleus (Plectranthus scutellarioides)		
		Salvia hybrid		
		Dianthus phlox		
		Petunia hybrid		
		Gerbera		
		Zinnia		
2	<b>Development of Lawn</b> Providing and laying grass turf with earth 50mm to 60mm Thickness of existing ground prepared with proper level and ramming with tools wooden (Dhurmos) and then rolling the surface with light roller make the	Cynadon dactylon	Sq.m	

Item rate for landscape works				
Sr.no.	Item		Unit	Unit rate
	surface smoothen and light watering with sprinkler and maintenance for 30 days or more till the grass establish properly, as per direction of Officer-in-charge,(including cleaning area of weeds, debris, etc. watering profusely for weed growth and removing the same, excavation with hand operated tools to depth of 450mm, grading as specified in drawing, continuous weeding, spreading good quality soil and FYM mix up to 500mm depth in layers of 100mm and watering for compaction, rolling with hand-roller, planting of lawn, watering regularly including supply of necessary labor and equipment and supply, carting, loading and storage of good quality soil, fertilizer, termite treatment chemical, weedicide, insecticide, FYM, etc. stacking of debris and casting up to any lead and lift as specified including cost of supplying lawn of specified type.	Stenotophrum		
		Poa		
		Joyaceae		
3	<b>Supply &amp; planting of shrubs</b> - saplings, well developed, min. 0.6m	Nerium oleander	nos	
		Hibiscus rosa-sinensis		
		Gardenia		



Item rate for landscape works				
Sr.no.	Item		Unit	Unit rate
	high, well branched, preferably in bloom, in polybag of 30x20cm size, disease free and development including excavation up to 450mm deep, spreading good quality soil and FYM mix, continuous weeding operations, pre-treating area with anti-termite insecticide, planting of plants as specified in drawings including supply of necessary labor and equipment and supply, carting, loading and storage of good quality soil, fertilizer, termite treatment chemical, weedicide, insecticide, FYM, etc. stacking of debris and casting up to any lead and lift as specified including the cost of the plant.	Tabernae montana		
		Alamanda (Fully grown)		
		Mussanda philipica (Red)		
		Mussanda philipica (White)		
		Mussanda philipica (Yellow)		
		Mussanda philipica (Pink)		
		Calliandra		
		Cassia biflora		
		Tibouchina		
		Jasminum pubescence		
		Eranthemum		
		Malphigia		
		Pandanus		
		Plumbago		
		Laegerstroemia		
		Pentas lanceolata		
		Jatropha		
		Holmoskoldia sanguinea		
		Cestrum nocturnum		
		Cerbera fruticose		
		Euphorbia pulcherrima		
		Vinca rosea		
		Antigonon leptopus		
		Bougainvillea glabra		
		Caesalpinia pulcherrima		
		Combretum indicum		
		Chlorophytum comosum		
		Crinum asiaticum		
		Codiaeum variegatum		
		Dieffenbachia camilla		
		Dracaena marginata		
		Ixora coccinea		
		Ixora singaporensis		
		Juniperus communis		
		Kochia- Bassia scoparia		
		Philodendron xanadu		

Item rate for landscape works				
Sr.no.	Item	Unit	Unit rate	
4	<b>Supply &amp; planting of hedges / edges:</b> Planting of 300mm hedge / edge in the ground prepared earlier by filling garden soil and manure Preparing a pit of require size (for accommodating the root ball of plant) Planting the plants in 2/3 rows (as per instructions) at specified distance with root ball removed carefully and without disturbing the root ball from poly bag. Pressing the soil firmly around the plant Preparing the basin for watering. Maintain hedge / edge up to two months by regular watering and attending the inter-cultivation practices such as weeding, raking, gap filling, trimming and pruning etc. The hedge / edge should be well maintained, disease free, well-trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.	Duranta erecta	Rm	
		Duranta goldiana		
		Murraya exotica		
		Hibiscus variegated		
		Mini Tagara		
		Ixora coccinea		
		Tecoma stans		
5	<b>Supply &amp; planting of creepers</b> - Saplings, well developed, min.	Radha Tamala	Sq.m	

Item rate for landscape works				
Sr.no.	Item		Unit	Unit rate
	0.15m high, in polybag of 20x15cm size, disease free and development of shrubs, plant pockets, etc. including excavation up to 450mm deep, spreading good quality soil and FYM mix, continuous weeding operations, pre-treating area with anti-termite insecticide, planting of plants as specified in drawings including supply of necessary labor and equipment and supply, carting, loading and storage of good quality soil, fertilizer, termite treatment chemical, weedicide, insecticide, FYM, etc. stacking of debris and casting up to any lead and lift as specified including the cost of the plant. Creepers shall be planted adjoining tree, railing or support structures a per instruction of site engineer. This item includes erection of necessary support in bamboo or as specified by engineer.	Orange trumpet		
		Malati		
		Madhumalati		
		Morning glory		
		Sweet Clock-Vine		
		Hansa lata		
		Mandevilla		
		Golden trumpet		
		Philodendron		
		Money plant		
		Monstera		
		Syngonium		
6	<b>Supply &amp; planting Trees</b> - saplings, well developed, min 4.0m high, well branched crown, well developed, in 30cm	Lagerstroemia speciosa	nos	
		Peltophorum pterocarpum		
		Phanera varlegata		
		Thevetia peruviana		
		Butea monosperma		

Item rate for landscape works				
Sr.no.	Item	Unit	Unit rate	
	pot or polybag, disease free and Development of Trees including digging of pits, pre- treating pits with anti-termite insecticide, spreading excavated earth around pits, filling good quality soil and FYM mix, and planting each plant including supply of necessary labor and equipment and supply, carting, loading and storage of good quality soil, fertilizer, termite treatment chemical, weedicide, insecticide, FYM, etc. stacking of debris and casting up to any lead and lift as specified including the cost of the plant (Pit size 1500 x 1500 x 1500mm)	Couroupita guianensis		
		Callistemon lanceolatus		
		Plumeria alba		
		Spathodea campanulata		
		Bauhinia purpurea		
		Bombax celba		
		Cassia fistula		
		Delonix regia		
		Erythrina Indica		
		Jacaranda mimosifolia		
		Lagerstroemia indica		
		Peltophorum inerme		
		Plumeria rubra		
		Tabebuia argentea		
		Tabebuia rosea		
		Bismarckia nobilis		
		Caryota urens		
		Cocos nucifera		
		Roystonea regia		
		Wodyetia bifurcata		
		Juniperus communis		
		Thuja compacta		
		Araucaria araucana		
		Livistona chinensis		
		Cycas circinalis		
		Phoenix dactylifera		
		Plumeria obtusa		
		Ficus benjamina		
		Ficus elastica		
		Ficus blackiana		
		Ficus albumarginata		
		Ficus nuda		
		Rhaphis palm		
		Phoenix sylvestris		
		Zamia furfuracea		
		Areca palm (Dyopsis lutescens)		
		Foxtail palm (Wodyetia bifurcata)		
		Fishtail palm (Caryota urens)		

Item rate for landscape works				
Sr.no.	Item		Unit	Unit rate
		Pritchardia		
		Royal palm (Roystonea regia)		
		Cycas revoluta		
		Travellers palm (Ravenala madagascariensis)		
<b>B</b>	<b>Specialized Works</b>			
<b>1</b>	<b>Planter box:</b> Providing Ribbed Planter Overall Height - 600 mm, Top Max Width = 500 mm, Bottom Max Width = 203mm • Colours Available -Natural Gray Concrete or Integral pigment Colour as per client specifications. Drainage Hole Options- No drainage hole (for interior applications) or approximate 1 inch hole. Manufactured from M-30 grade concrete using a combination of vibro-compaction and spinning process as per the direction of Engineer in charge, complete incl. all consumables, T and P and Labours required for the job. Planter box to be provided along the footpath with 600m c/c distance apart, and at major junctions, as directed by Engineer In-charge. Cost shall include good quality garden soil, manure, fertilizer, pesticide, planting of selected plant, transportation, labour, installation on site and mortality replacement.		nos	
<b>2</b>	<b>Hanging Planter:</b> Hanging Plant Pot, with drainage holes, supplied with a clip-on hanger, of dimensions: top diameter 23.5 cm, bottom diameter 13.5 cm and height 15.5 cm. The volume of pot is 4.5 lts. <b>Material:</b> Plastic. Cost shall include supply and fixing of 50 mm MS angle 90 cm long on designated pole as directed by Engineer In-charge, 5 cm MS hooks, good quality garden soil, manure, fertilizer, pesticide, planting of selected plant, transportation, labour, installation on site and mortality replacement.		nos	
<b>3</b>	<b>MS Railing:</b> The MS grill shall be embedded on concrete base. The grills shall be fabricated to the design and pattern after approval from authority. Manufactured M.S. Grills of 6mm thickness flat sections/box section then be fixed in between the posts, balusters, M.S. frame work etc. to correct alignment. Any undulations, bends etc. found shall be rectified by the contractor at his own cost. The complete assembly of grill / railing so fixed shall be firm and there shall not be any lateral movements.		Kg	
<b>4</b>	<b>Painting of railing:</b> All the steel parts shall painted with two coats of red oxide and one coat of enamel paint of Asian paints or equivalent, to give longer life and better quality.		Sq.m	

Item rate for landscape works			
Sr.no.	Item	Unit	Unit rate
5	<b>Tree guard:</b> M.S. Flat Iron Welded Tree Guard: The tree guard shall be 600 mm in diameter and 2 meter high above ground level and 25 cm in below ground level. The tree guard shall be framed of 4 nos. 25 x 6 mm MS. Flat 2 metres long excluding displayed outward at lower and upto an extent 10 cm and 8 Nos. 25 x 3 mm vertical M.S. Flat Riveted to 3 nos. 25 x 6 mm flat iron rings in two halves, bolted together 8 mm dia and 30 mm long M.S. Bolts & nuts. The entire tree guard shall be given two coats of synthetic enamel paint of approved brand and manufacturer of required shade brand and manufacturer of required shade over a priming coat of ready mixed steel primer of approved brand and manufacturer. Rate: The rate shall include the cost of all the labour and material involved in all the operations described above.	nos	
6	<b>Sculpture:</b> Providing and placing in position stone sculpture of approved design depicting orissan culture of minimum size 1500 mm height and 600 mm width made out of laterite stone with ornamental works. The cost shall include construction of pedestal 600 x 600 x 600 (foundation, masonry work, plastering, 2 coats of paint), labour, transportation and installation.	nos	
<b>Total</b>			