



Bhubaneswar Municipal Corporation

Notice No- 12590/ BMC/ 2023-24

Dt: - 07/03/2024

REQUEST FOR PROPOSAL FOR
SELECTION OF AN AGENCY FOR PLANTATION DEVELOPMENT AND MAINTENANCE BESIDE
TEMPORARY TRANSIT STATION (TTS) AT GADAKANA

Bhubaneswar Municipal Corporation (BMC) invites proposals from reputed Agencies for Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana. Interested agencies may participate for this tender and submit their proposal in conformity with terms and conditions of this Advertisement and the Request for Proposal (RFP). The detailed Request for Proposal (RFP) document can be downloaded from BMC website i.e. bmc.gov.in from **11.00 AM of 11.03.2024 to 04.00 PM of 30.03.2024**. The last date of receipt of technical and financial bids is **30.03.2024** till **4.00 PM** and the same would be opened on **30.03.2024** at **5.00 P.M.** Please refer the RFP documents for further details.

BMC reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BMC reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

By order of Commissioner, Bhubaneswar Municipal Corporation

Sd-

Environment Officer
Bhubaneswar Municipal Corporation



RFP No. - 12590 / BMC/ 2023-24

Date: 07/03/2024

REQUEST FOR PROPOSAL

FOR

**SELECTION OF AN AGENCY FOR PLANTATION DEVELOPMENT AND MAINTENANCE
BESIDE TEMPORARY TRANSIT STATION (TTS) AT GADAKANA**

BHUBANESWAR MUNICIPAL CORPORATION

ICOMC Tower, Unit-IX

Janpath, Bhubaneswar

Website- **bmc.gov.in**

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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DATA SHEET

Sl.No	Particulars	Details
1.	Name of the Authority	Environment Officer Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
2.	Method of Selection	Least Cost (L1) Basis
3.	Proposal Validity	180 Days
4.	Publication of RFP Notice	11/03/2024
5.	Proposal Due Date	30/03/2024, 4:00 PM
6.	Date of opening of Technical Proposal	30/03/2024, 5:00 PM
7.	Date of Technical Presentation	To be intimated later
8.	Date of opening of Financial Proposal	To be intimated later
9.	Bid Processing Fee (Non-Refundable)	Rs. 7080/- (Rupees Seven Thousand and Eighty Only)- including GST) in form of Demand Draft in favour of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank
10.	Earnest Money Deposit (EMD)	Rs.50,000/- (Rupees Fifty Thousand Only) in the form of DD/BG in favour of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar
11.	Performance Bank Guarantee (PBG)	10 % of the contract agreement amount
12.	Contact Person	Horticulturist Bhubaneswar Municipal Corporation, Phone No: 8249357597
13.	Place of Opening of Proposal:	Venue: Conference Hall, Bhubaneswar Municipal Corporation, ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha,

- RFP can be downloaded from BMC website i.e. bmc.gov.in (for view and download).
- Subsequent corrigendum, if required, shall appear in this website

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of an Agency for Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana

1. Bhubaneswar Municipal Corporation (BMC), (the “**Authority**”) invites proposal from reputed agencies for providing services relating to **Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana**. Bhubaneswar Municipal Corporation in its endeavor to add the beauty of city besides providing a sustainable environment to its citizens intends plantation of flora and maintenance thereof for a period of **36** months on the stretch along TTS measuring an area of 8.02 acres (approx.)
2. Bidder shall be selected on Least Cost (L1) basis.
3. The RFP shall be available in BMC website i.e. bmc.gov.in **11/03/2024 till 30/03/2024**. The Technical proposal must be submitted in hard bound/ Spiral bound form serially numbered.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The total time period of the assignment will be for **36** Months. The contract is extendable depending upon the performance of the Agency and as per the approval of the Authority. An indicative area is mentioned in the RFP for reference.
6. Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Point 1 of RFP). The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Agencies who bids are found responsive will be opened. Interested consulting firms are requested to submit the documents in separate sealed covers: 1. General Eligibility and Compliances & 2. Financial Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach) among the qualifying Agencies.
7. Both Financial and Technical Bids (in physical form) shall be submitted within the stipulated date and time as mentioned in the RFP and the hard copy of the technical proposal shall be sent through registered/speed post or courier service only (no drop box facility available) at the address mentioned below.

Environment Officer

Bhubaneswar Municipal Corporation (BMC),
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha,

8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **Non- refundable** amount of **Rs. 7080/- (Seven thousand Eighty only)** towards **Bid**

Processing Fee and Rs.50,000/- towards Bid Security/ EMD in the form as prescribed in the RFP failing which the bid will be rejected

9. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:
 - a) Letter of Invitation **[Section – 1]**
 - b) Information to the Bidder **[Section – 2]**
 - c) Terms of Reference **[Section – 3]**
 - d) Technical Proposal Submission Forms **[Section – 4]**
 - e) Financial Proposal Submission Forms **[Section –5]**
 - f) Bid Submission Checklist **[Section –6]**
 - g) Standard Form of Contract **[Section –7]**
 - h) Annexure **[Bid Submission Checklist & Performance Bank Guarantee Format provided]**
11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd-

Environment Officer
Bhubaneswar Municipal Corporation

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

SI No.	Description	Supporting Document
1	The Applicant shall either be a society/ Proprietorship/ company /partnership firm etc with required experience and registered under relevant Acts.	Documentary evidence shall have to be submitted along with the Proposal
2	The applicant must have experience of at least 5 (Five) years in relevant field.	Documentary evidence shall have to be submitted along with the Proposal i.e. Work orders/ Agreement with the completion certificate as per Form TECH-5
3	Experience of atleast one similar nature of Works (completed/ ongoing*) for a minimum annual contract value of INR 30 Lakhs within last 5 (five) years ending on 31.03.2023. in Central Govt./ State Govt./ PSU sector in India certified by not below the rank of Executive Engineer/ Horticulture Head *Similar Project means development/ operation & maintenance of horticulture works/ landscape beautification works/ road medians/ plantations and where the operation and maintenance have been successfully completed for 1 (one) year.	Copy of Work orders/Agreement along with the completion certificate as per Form TECH-5
4	The average turnover of the bidder from providing Facility Management and Operation & Maintenance in the last 3 (three) financial years (FY 2020-2021, FY 2021- 2022 and FY 2022-2023) should be at least Rs.50 Lakhs.	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
5	Bidder must not have been barred or blacklisted by the Gol, any state government, or any of its organisations from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-7 on stamp paper of appropriate value.
6	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 13 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-6

Please note - For the purposes of this RFP, consortium / JV is not allowed.

1.1 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH– 1) on Bidder's letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Financial Capacity of the Bidder (TECH – 3)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Project Experience of the bidder (TECH – 5)
- Undertaking regarding Conflict of Interest (TECH - 6)
- Undertaking for Non-Blacklisting (TECH-7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 7,080/- (Seven Thousand Eighty Rupees) in form of Demand Draft in favour of the "Commissioner, Bhubaneswar Municipal Corporation", payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit/ Bid Security:

The Bidder shall furnish as part of its Proposal, a bid security of Rs.50,000/- (Rupees Fifty Thousand only) in the form of BG/DD in favour of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from Proposal Due Date. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender.

4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Queries:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to BMC through e-mail to pmubmc@gmail.com till 5 days before the bid due date. Clarifications to the above will be uploaded on the BMC Website.
- b) BMC reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- c) No extension of any deadline will be granted on the basis or grounds that BMC have not responded to any question or not provided any clarification

6. Preparation and Submission of Proposal:

6.1 Documents Comprising the Bid

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bidder Number. The 2 parts (collectively referred to as 'Proposal') shall be:

Part 1- Technical Proposal

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH– 1) on Bidder's letterhead.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Financial Capacity of the Bidder (TECH – 3)
- vi. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- vii. Project Experience of the bidder (TECH – 5)
- viii. Undertaking for Non-Blacklisting (TECH-7)
- ix. Undertaking regarding Conflict of Interest (TECH - 6)
- x. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- xi. Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
- xii. Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead
- xiii. Certificate of Incorporation, Copy of PAN & GST Registration
- xiv. RFP Document duly signed by Bidder's Authorized Signatory.

Part 2- Financial Proposal

The Part 2, the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in **Section 5.** inclusive of all statutory taxes but excluding GST

6.2 Submission of Bids

Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by the Client

- 6.2.1 The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder’s name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

**“SELECTION OF AN AGENCY PLANTATION DEVELOPMENT AND MAINTENANCE BESIDE
TEMPORARY TRANSIT STATION (TTS) AT GADAKANA”**

Part-B:

Financial proposal for

**“SELECTION OF AN AGENCY PLANTATION DEVELOPMENT AND MAINTENANCE BESIDE
TEMPORARY TRANSIT STATION (TTS) AT GADAKANA”**

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

**“SELECTION OF AN AGENCY PLANTATION DEVELOPMENT AND MAINTENANCE BESIDE
TEMPORARY TRANSIT STATION (TTS) AT GADAKANA”**

The Bidder’s Name & address shall be mentioned in the left hand corner of the outer envelope.

The inner and outer envelopes shall be addressed to BMC, Bhubaneswar at the following address:

Environment Officer

Bhubaneswar Municipal Corporation (BMC),
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha

Note:

- a. If the outer envelope is not sealed and marked as mentioned above, then BMC will assume no responsibility for the tender’s misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.
- b. Bids shall be submitted through registered post or courier service at the address mentioned above. BMC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- c. The Scope of Work to be carried out by the Selected Agency is detailed in Clause 2.1 and Annexure 6. The Bidders are required to quote for the entire scope of work detailed in Annexure 6, failing which the Bid will not be considered for evaluation.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

7. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done in the presence of bidders whoever wants to attend for Technical proposals received through Courier/ registered post/ speed post.
- (iii) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

A three-step evaluation process will be conducted as explained below for evaluation of the proposals:

- 8.1 Preliminary Evaluation (1st Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information (as per Clause 6.1) have been properly furnished by the bidder or not.

*** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority's authority.**

Only those bidders meeting both the following capability criteria will be “**Technically Qualified**” for the project

- 8.2 Technical Capability:** Technical evaluation will be done only for those applicants who clear the requirements set in the ‘Pre-Qualification Criteria’. The Technical eligibility of the candidate shall be assessed based on the following criteria:

S. N.	Evaluation Criteria	Maximum Marks	Relevant Technical Form
1	<p>The average turnover of the bidder from providing Facility Management and Operation & Maintenance in the last 3 (three) financial years (FY 2020-2021, FY 2021- 2022 and FY 2022-2023) should be at least Rs.50 Lakhs.</p> <p>Average Annual Turnover greater than INR 50 Lakhs upto INR 1 Cr. – 10 Marks</p> <p>Average Annual Turnover greater than INR 1 Cr. upto INR 3 Cr. – 20 Marks</p> <p>Average Annual Turnover greater than INR 3 Cr. – 30 Marks</p>	30	TECH-3

RFP for Selection of an Agency for Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana

2	<p>Experience of similar* nature of Works (completed/ ongoing#) within last 5 (five) years ending on 31.03.2023. in Central Govt./ State Govt./ PSU sector in India certified by not below the rank of Executive Engineer/ Horticulture Head and in case of Private Organization, not below the position of Managing Director</p> <p>One (1) similar Project – 10 Marks</p> <p>5 Marks for each projects – maximum of 4 projects</p> <p><u>Note:6</u></p> <p>a. *Similar Project means development/ operation & maintenance of horticulture works/ landscape beautification works/ road medians/ plantations and where the operation and maintenance have been successfully completed for 1 (one) year.</p> <p>b. #Ongoing projects means where the operation and maintenance have been successfully completed for atleast 1 (one) year</p> <p>c. For the purpose of similar Project experience, a minimum annual contract value of 30 Lakhs shall be considered.</p>	30	TECH-5
4	<p>Quality of the presentation – the presentation should contain</p> <p>a. Company profile & Differentiating factors</p> <p>b. Similar work experience</p> <p>c. Approach & methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, grievance redressal, value provided to Authority etc.)</p> <p>d. Technological solutions deployed by agency</p>	40	TECH-8
Total		100	

In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, **and the minimum Technical Score that a Bidder requires to qualify for opening of the Financial Proposal is 70.**

8.3 FINANCIAL EVALUATION (3rd Stage) : The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

Financial Proposal must be strictly using the formats attached in Section 5. No additional items/ quantities other than that specified in the formats should be proposed by the Agency since the same shall not be considered for the evaluation/award.

The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the Agency, the sub-Agency, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

The name of the bidder along with the quoted financial price will be announced during the meeting.

9. Evaluation Process:

The award of work shall be done on least cost basis (cost-based selection approach) among the qualifying bidders, meeting eligibility requirements. The financial bids of the technically qualified bidders only shall be opened on the due date of opening.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those bidders whose proposals were not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The name of the Agency and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach) among the qualifying bidders.

10. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, Selected Bidder shall have to furnish a Performance Bank Guarantee amounting to **10%** of the contract value in the form of BG pledged in favour of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar”, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

11. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and scope of work.

12. Award of Contract:

After completion of the contract negotiation stage, the Authority will notify the successful bidder in writing by issuing a Letter of Award (LOA) for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 7 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **36 months** from the date of effectiveness of the contract and shall be extended on mutually agreed terms.

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Agency, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.

14. Disclosure:

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

17. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

18. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay or discrepancies in delivery shall render the bidder liable for liquidated damages and thereafter the Authority holds the option for cancellation of the contract for pending activities and completes the same from any other Agency. The Authority may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Authority and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha.

Any defects, shrinkages or faults which may appear arising from any defective, improper / poor quality of flora, materials or workmanship, or due to any other reasons, whatsoever, will be amended and made good by the bidder at their own cost within 48 hours of notice, failing which, a penalty of Rs.1000/- per day will be levied on the bidder till defects are rectified.

Penalty for mortality and non-replantation The Contractor shall ensure the survival of all the plants during entire operations & maintenance period. The penalty of Rs. 2000/- (Rs. Three Thousand only) per plant will be levied on the Agency if failed to fulfil the plant replantation requirement in case of mortality in specified time period. Also, Authority at discretion will undertake the replacement / replantation of plants through another agency and the Contractor shall be abide for maintenance of such plants without any issue.

In the event that the Agency fails to achieve the Scheduled Completion Date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, it shall pay Damages to the Authority of a sum calculated at the rate of 0.05% (zero point zero five percent) of the Contract Price for delay of each day against the price quoted for that particular deliverable until the Works are completed

The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications.

20. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

21. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum at www.bmc.gov.in only. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of the proposals.

22. Authority's right to accept any proposal and to reject any or all proposal(s):

The Authority reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

23. Copyright, Patents and Other Proprietary Rights:

BMC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct

relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

24. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the execution of the work. If a force Majeure situation arises, the Agency shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Authority in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than 15 days, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

25. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Agency, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Commissioner, BMC and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar

26. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.

- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

27. Liability:

The Liability of the selected Agency under this agreement in any case shall not be beyond the amount of fees payable to the selected Agency under this agreement.

28. Indemnity:

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless BMC from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency

SECTION: 3

TERMS OF REFERENCE (TOR)

Terms of Reference (ToR)

1. Background

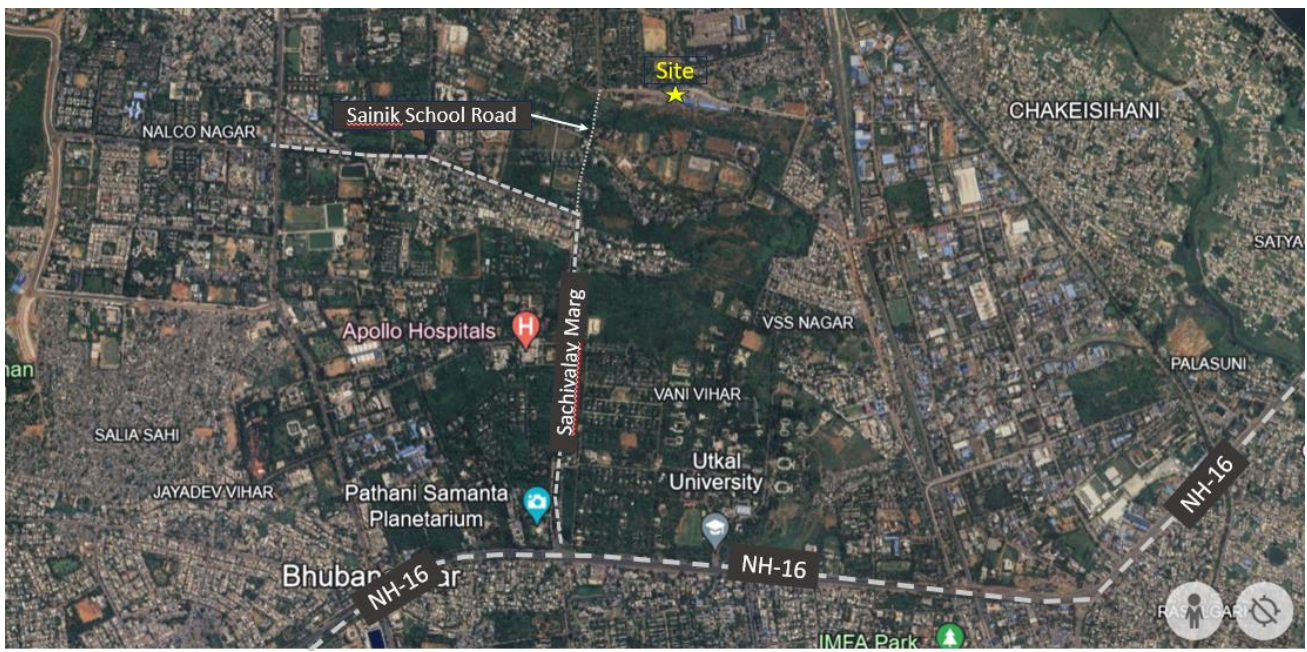
Bhubaneswar Municipal Corporation is the largest Urban Local Body of the State and is engaged in several activities such as Sanitation, Engineering, Social Welfare, Enforcement etc. besides taking care of City beautification. Bhubaneswar Municipal Corporation in its endeavor to add to the beauty of city besides providing a sustainable environment to its citizens intends development of landscape and maintenance thereof for a period of 36 Months on the area beside TTS, Gadakana thereby development of the Area as a whole.

2. Objective

The broad objective is as follows:

- i. Plantation of Flora and development of landscape over the area of approx. 8.02 Acres beside TTS, Gadakana.
- ii. Maintenance of the Landscaping & Plantation work undertaken till the expiry of Maintenance Period of **36 months**.

Site Location



Site Coordinates : 20°19'00"N 85°50'14"E

3. Scope of Services

3.1 Brief Scope

The selected private Agency shall carry out the following:

- Plantation of new plants and development of landscape as per direction of the authorized Officer of BMC.
- Rectify the defects as noticed by the assigned officer in charge/ Environment Officer of BMC as per the terms and conditions of Contract after the completion of Plantation work till expiry of Defect Liability Period
- Maintenance of the Landscaping & Plantation work undertaken till the expiry of Maintenance Period of **36 months**.

3.2 Plantation Work:

The selected agency will provide and install the following Plantation works as per the provisions of this RFP and instructions authorized officer of BMC.

- (i). The Details of Area with the conceptual plan is given in **Appendix-I** placed at the last of this RFP.
- (ii). The total time period to complete the plantation work shall be **45 days** from the date of issue of order by BMC. However, apart from the initial 45 days, plantation work shall be taken up by the Agency as and when required by the Authority in the manner as described in the RFP as and when instructed by the authorized official of Environment Department of BMC.
- (iii). After Completion of plantation work, the Agency shall rectify defects if any noticed by the assigned officer of BMC as per the terms and conditions of Contract during the Defect Liability Period of **30 days**.
- (iv). The Defect Liability Period shall be for a period of **30 days** after Completion and handing over of plantation work, section-wise. Defect liability shall include mortality replacement, Cutting / Pruning / Trimming of plants and Soil working. Maintenance period shall start after the completion of the Defect Liability Period.
- (v). The selected agency shall install the required equipment in the said premises at its own cost and expenses.
- (vi). No alterations or damage shall be caused to the area. In case any damage is caused to BMC's assets/ premises/ any electric cable, wire/ Optical fiber/ Gas pipes / water pipes etc. passing through the area of plantation by the bidder, the cost of same shall be recovered from the bidder by BMC. The bidder will make his own arrangements at his cost to restore the items planted/installed/erected strictly as per the approval given by the BMC.
- (vii). The quality of planter box/pots and its foundation shall be of very high standards and it should not spoil the look / aesthetics of the project site. If in the opinion of BMC, the quality/standard of

plantation work and its foundation is not up to the mark, BMC may instruct replacement of such items and the same shall be binding on the Agency.

- (viii). No damage shall be caused to existing infrastructure and plantation.
- (ix). Any change required at site shall be decided by Officer-in-charge.
- (x). Geo-tagged photographs shall be taken by the agency at their own cost before the work starts, during the work as well as after completion of work and submit the same to the Authority for the record and future reference

3.3 Maintenance of Plantation & landscape:

The Broad Scope shall include but not limited to:

- (i). The Agency shall provide maintenance of installed plants, landscape for period of 36 months from the date of agreement.
- (ii). Maintenance of Landscape includes, but not limited to:
 - (a) All plant materials shall be healthy, sound, and vigorous, free from diseases, insects, pests, or their eggs, and shall have healthy, well-developed root system. Replacement of dead or decayed plants by new ones of same age group whenever necessary at free of cost and maintaining ever fresh look landscape and keeping them in good condition till the entire maintenance period. All plants shall be kept under normal weather conditions similar to those in the locality of the project. All plants must be protected from the Sun and rain till planted.
 - (b) Maintaining all the trees, plants, shrubs, hedges as are existing on completion of development period of contract and any other stretch developed thereafter.
 - (c) Plants, shrubs, Trees etc. by excavation/digging as and when required in the interest of the beautiful maintenance of the ambience of the Landscape area.
 - (d) Prepare and maintain flower beds, seasonal and perennial both.
 - (e) Cutting of grass, pruning of plants at required intervals and removing the waste to proper place should be done to give uniform look .
 - (f) Regular watering of grass, trees, plants, shrubs etc. and hoeing and weeding in and around them.
 - (g) Spraying of insecticide and fungicide application/spreading of bio-fertilizers and manure as and when required/advised, any material will not be supplied by BMC.
 - (h) The existing flower beds to be maintained with alteration (if required) by planting summer and winter seasonal flowers as per the instruction of BMC.
 - (i) Pruning of overcrowded branches, watering, manuring and weeding along with other works.
 - (j) Weeding, soil working, manuring, pest controlling, trimming etc. as where and when required.
 - (k) During maintenance period, the bidders shall provide undertaking for making minimum availability (either owned or leased or hired) of the following key and critical equipment in working conditions and not expired, sufficient to execute this work in requisite time schedule.
 - a. Sufficient numbers of gardeners and supervisors for day to day maintenance

b. Sufficient numbers of water tankers/ sprinklers for watering

- (l) Watch and ward of the total assets developed.
 - (m) Welding and fabrication of railing / Hanging plant pots / tree guards etc.as and when required.
 - (n) Agency shall ensure that all the manpower deployed are provided with safely gears while working and safety norms are adhered to in coordination with BMC.
- (iii). All the maintenance activities shall be carried in mechanized manner.
 - (iv). Agency shall have appropriate manpower to handle irrigation by drip system and sprinkler system.
 - (v). Agency shall have the arrangement of adequate manpower and machinery for disaster management during the times of cyclones etc.
 - (vi). Operation and Maintenance shall preferably be done in consultation with Officer in charge of BMC. The agency needs to keep the record of the daily Operation and Maintenance activities. This is to be signed/ verified by the authority once in a month. For this, the agency has to submit an Operation and Maintenance Plan to the Authority within 15 days of the date of issue of work order.

3.3.1 Cleaning of plantation area

- i. The entire plantation widths shall be cleaned regularly.
- ii. Cleaning shall be done by sweeping, raking, brush cutter application, herbicide application etc.
- iii. The three general approaches to control weed competition are mechanical, chemical, or physical systems. All methods require varying amounts of time and economic inputs, and may differ in effectiveness depending upon site conditions and competition with undesirable species. Regardless of which system or combination of systems is to be implemented.
- iv. Regular uprooting, cutting of unwanted weeds, bushes and wild vegetation shall be done to keep plantation area weed free.
- v. The dry and fallen leaves of avenue trees shall be collected and disposed in consultation with BMC to prevent the chances of pest and diseases attack on plant and also fire damage.

3.3.2 Watering

- i. The quantity of water requirement largely depends on nature of species, soil quality, climatic condition of the area mainly temperature, relative humidity, wind velocity etc.
- ii. The plants shall be watered/ irrigated in alternate days to avoid evaporation loss of water through soil. For this purpose, the agency is required to have sufficient number of water tankers. Water shall be used from the Borewell already installed at the site.
- iii. During the first growing season sufficient measures shall be taken to conserve soil moisture for survival of the plants.
- iv. In case of failure of watering system, Agency shall provide water to each plant through manual means.

3.3.3 Loosening of Soil

- i. Loosening of soil around the avenue plants (about 1-meter diameter/ root zone area) shall be done on regular basis and soil should be made well loose, so as to allow water and air to penetrate

into the soil, increase the microbial activity in sublayer and increase the fertility of soil for plants.

- ii. Loosening of soil shall be done with the help of proper tools and method.
- iii. Care must be taken to prevent damage of root or stem of the plants during soil working.
- iv. Soil texture/ soil health shall be maintained at all times

3.3.4 Weeding

- i. Fast-growing herbaceous weeds such as grasses, sedges and broad-leaved plants or undesired woody perennials such as trees, shrubs, and vines shall suppress the slow- growing hardwood seedlings. So, uprooting of the weeds and controlling the same is an essential component of any plantation. Cutting of the weeds by scrapping should be avoided as this action coppiced the weeds and grasses. They grow fast when watering starts.
- ii. Weeding operation should be done with the help of proper weeding tools, all weeded out material shall be disposed in the compost pit.
- iii. Cutting and weeding tools shall be kept clean, sharp and well maintained.

3.3.5 Trimming and Pruning of Plants & Trees

- i. Trimming and pruning means to control unbalance and extra growth of plant by cutting and removing undesired part of the plant.
- ii. Pruning helps in encouraging vigorous growth by allowing proper air & light. So, removal of over-crowding and weak branches, dried up, diseased and pest infested parts should be done whenever necessary.
- iii. Pruning operation shall be carried out by mechanical means only and with the help of proper tools like Pole pruner, pruning secateurs, shears, chainsaw etc. Manual pruning can only be undertaken in case of machine failure. Care should be taken to prevent damage of Cambium layer.
- iv. Trimming and Pruning of plants shall be undertaken in consultation with horticulturist, BMC. Utmost care should be taken during Trimming of plantation in the view of increase/improvement of overall aesthetics of the landscape area. Trimmed leaves and branches shall be collected and disposed in a designated site as instructed by BMC.
- v. After pruning, wherever applicable plant protection measures are to be undertaken.
- vi. In no case tree branches shall come out on the pavement area posing threat to the moving traffic on roads. Agency shall be penalized heavily as decided by the BMC for any such kind of negligence and such penalty shall be binding upon the Agency.

3.3.6 Mulching

- i. Mulching is the process of preparing a layer of material applied to the surface of soil to check evaporation of soil moisture.
- ii. Applying mulch shall conserve soil moisture and soil temperature, increase soil microbial activity, improving fertility and health of the soil, reducing weed growth and enhancing the visual appeal of the area.
- iii. Mulching around the plants shall be done as per the instruction of BMC's horticulturist. Sufficient

precaution should be taken to prevent termite attack.

3.3.7 Application of Manure / FYM and Fertilizers

- i. For growth and development of plant different nutrients are essential like N P K and other micro nutrients. These essential plant nutrients are supplied through FYM, compost and Bio- fertilizer.
- ii. Farmyard manure improves soil structure and is used as a natural fertilizer for plant. It increases the soil capacity to hold more water and nutrients.
- iii. It also increases the microbial activity of the soil to improve its mineral supply and also the plant nutrients.
- iv. Neem Cake can be used to control soil borne pest that help roots to absorb nutrients in regular and optimum manner.
- v. Fertilizers like Single Super Phosphate, Diammonium Phosphate, Murat of Potash, Neem Cake etc. shall be provided after weeding and soil working followed by regular irrigation to the plantation.

3.4 Replacement of casualties:

- i. Plants may die due to adverse climatic condition, human errors and default in maintenance.
- ii. In case of mortality/ death of plants, the Agency shall undertake the replantation of same species of same age group with requisite preparatory work.
- iii. Agency shall be responsible for 100% survival of plants at all time during the plantation operation & maintenance phase.

3.5 Pesticide Application

- i. Plants are attacked by different types of pest and diseases, some of these insect pest and diseases are fatal to plants.
- ii. Proper application of pesticide and the equipment used for applying pesticide are vital to the success of pest control operations.
- iii. All pesticides are poisonous substances and they can cause harm to all living beings. So, bio-pesticides should be preferred. shall be done as per instruction of BMC's horticulturist and as and when required by the Agency under intimation to the Horticulturist.

3.6 Maintenance activity schedule for Plantation

Sl. No.	Maintenance Activity	Frequency
1	Replacement of dead/ Mortality of plant	Monthly
2	Providing bamboo stick to each plant	1 st Month
3	Weeding, Soil working	Monthly
4	Loosening of soil	Monthly
5	Cleaning	At all times (minimum weekly)

6	Mulching	Once in year
7	Trimming & Pruning	Once in year
8	Application of Fertilizer	Quarterly following soil working
9	Preventive Pesticide Application	Quarterly

3.7 Repair/rectification of Defects and deficiencies

The obligations of the contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in table of this Schedule within the time limit set therein.

Nature of Defect or deficiency		Time limit for repair / rectification
1	Hardening of soil	7 days
2	Over grow weed in rainy season	7 days
3	Mulching is not proper	3 days
4	Branches damage	2 days
5	Insect or disease attack	Immediate
6	Replacement of dead/Mortality of plant	15 days
7	Salt deposing near root zone	7 days
8	Lopping of branches	3 days
9	Damage of bamboo support sticks	3 days
10	Over grown shrubs	3 days
11	Over grown shoots	3 days

4. Site Visit

Bidders are advised to submit their respective proposals only after visiting the site i as mentioned in Appendix – I to make an assessment of the existing condition and validating project information.

5. Payment Schedule

Payment shall commensurate with work at the Project area and to the satisfaction of the Authority.

5.1 Payment for Flora & Fertilizers

The agency shall procure the new Flora and fertilizers to be used for new plantations as per the types and numbers and instructions of BMC. The Agency shall make their own assessment as well and present suggestions in this regard.

The Agency shall raise bill for the above consumables as per the consumption and rates as quoted in the financial bid and as accepted by the Authority. Payment shall be made after the completion of the plantation work to the satisfaction of the Authority and on submission of verification certificate from the Authority.

Apart from the Flora & plantation species as stated in the Financial Proposal, if any Flora not identified initially or required later can be added. However, a separate 'Rate Approval' committee shall be set up by the Client to finalize the rates of types and quantities of the Flora to be procured and the fertilizers to be procured based on market price discovery. This committee shall approve / revise the rates as and when required.

However, other than the Flora and fertilizers meant for new plantation work; all other costs like vehicles, water tankers, equipment, pesticides, water and manpower incidental to the operation and maintenance work of the plantations shall be considered for the per square meters rate as quoted by the Agency.

5.2 Payment for Site Development

Payment shall be made after the completion of the development work to the satisfaction of the Authority and on submission of verification certificate from the Authority. Payment shall be made as per the actual area developed and its certification by the Authority.

5.3 Payment for Operation & Maintenance Cost of Plantation & Landscape

The maintenance fee shall be paid monthly basis for which the agency needs to raise monthly invoices of the amount equal to total area of landscaping covered for maintenance of Plants & Landscape area with the rate as quoted by the Agency and as accepted by the Authority.

If the Agency, shall undertake all the necessary activities as required to perform the Services in the effective manner and as defined in the scope of services in Clause 3 above even if it needs to deploy any additional staff at any time during the Contract Period without any additional charges.

6. Performance Review and Reporting

The Agency's performance would be reviewed periodically and monitored through the report submitted every month for the maintenance work undertaken, plantation work done in a month with type & number of Flora used and the manpower deployed. Actions related to reporting shall be viewed as a major indicator of performance of the Agency.

The performance of the Agency's Team shall be considered complete in every month only upon timely submission of report of the repair and maintenance work carried out with due approval of the nodal officer and the report on the number of days attended by the deployed manpower in each plantation. The Report shall contain the problems encountered & solutions undertaken thereon and recommendations for future along with safety measures adopted and risk management.

Any correction/ modification/ alteration to the operation and maintenance suggested by the Authority shall be done promptly by the Agency and reported to the Authority within the time limit as set by the Authority.

A draft Reporting Format shall be prepared by the Agency and shall be finalized in consultation with the Authority.

7. Period of Services

The services of the Agency will be till 36 months from the date of signing of the Agreement or actual date of start of work at site and as certified by the Authority.

8. Flora Plantation:

The flora planted and the items used towards the repair and maintenance works during the contract period shall be the property of BMC.

9. Facilities not to be provided by the Authority:

Attention is drawn to the following items which are to be arranged by the Agency at his own cost.

- a. Transportation of the manpower deployed in the field will be the responsibility of the Agency. Further, the Supervisor and the manpower for the maintenance work shall have to be positioned at their respective sites.
- b. The Agency shall be responsible for making its own arrangements for the repair and maintenance of equipment.

10. Any other related information, which is necessary to be furnished to all the bidders.

i. Performance Clause

Agency shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for Plantation and maintenance of the area as mentioned. Failure of the Agency in any aspect of notification of BMC of any major faults and non-adherence to the provision of T o R and non-adherence to the time schedule prescribed under T o R shall amount to non-performance.

ii. Performance Security

The Agency shall submit a Performance Guarantee for an amount equal to 10% of the value of the Contract in the form of a Bank Guarantee from Nationalized / Scheduled Commercial bank having its local branch offices in Bhubaneswar. The Performance Guarantee shall be valid for 3 months beyond the contract period and shall be returned after the completion of the said period.

SECTION : 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,
The Environment Officer,
Bhubaneswar Municipal Corporation
ICOMC Tower
Janpath, Unit-9
Bhubaneswar - 751022, Odisha

Subject: Engagement of an Agency for Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana

Dear Sir,

1. With reference to your RFP document no. _____, dated _____, I/We, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the execution of the aforesaid Project and maintenance of the Project during the Maintenance Period.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I 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.
7. I declare that:

- (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy 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 selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
13. In the event of i/we were declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, 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 relating to the Bidding Process including the award of Agreement.

15. The BID Security & Bid document cost is submitted along with the bid.
16. The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorized *Signatory with Date and Seal:*

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Demand Draft No. : Date: Name of the Bank:	
7	EMD Details Amount : Instrument No.: Date: Name of the Bank:	

RFP for Selection of an Agency for Plantation Development and Maintenance beside Temporary
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8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY <u>20-21</u>	FY <u>21-22</u>	FY <u>22-23</u>	Average
Average Annual Turnover (in Crore).				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Stamp Paper)

Know all men by these presents, We [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),and presently residing at, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing Services to **BMC**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to BMC, representing us in all matters before BMC, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with BMC in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with BMC.

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 powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS)

Details of the similar assignments undertaken / completed during the last Five years:

S. No.	Name of Project	Name of Client with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Description of project area	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information..

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (6). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Agency _____ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (6).**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: __

TECH -7

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Company profile & Differentiating factors

C. Similar work experience

D. Approach & methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, grievance redressal, value provided to Authority etc.)

E. Technological solutions deployed by agency:

The bidder should propose technological solutions that would be adopted under the proposed assignment with sub-activities

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

SECTION 5: APPENDIX -1

FINANCIAL PROPOSAL SUBMISSION FORM

(To be furnished with Financial Bid in .pdf format)

FROM

(NAME OF THE FIRM)

TO

The Environment Officer,
Bhubaneswar Municipal Corporation
ICOMC Tower
Janpath, Unit-9
Bhubaneswar - 751022, Odisha

Subject: Engagement of an Agency for Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana

Sir,

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for **Rs. _____ for the sum of [Amount in words and figures]**. This amount is exclusive of the Goods & Service Taxes but inclusive of all other taxes & duties, levies, cess etc.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Managing Director/Head of the firm/
Authorised Representative of the firm *
Name of the firm Address

SECTION 5 : APPENDIX -2

BREAK UP OF COST ESTIMATES & FEE QOUTED

TTS: LANDSCAPE & HORTICULTURE WORKS							
I	LANDSCAPE WORK						
S.No	Item of Work	Quantity		Unit	Rate (₹)	Amount (₹)	
A	Cleaning of unwanted shrubs, weeds, termite mounds & unwanted grass by application of weedicides, layout & alignment of the garden features with all labour, material etc. complete	33337.0		SQM.			
	Total (A)						
	Tree Species	C/C Dist.	Height				
B	Supply & plantation of specimen trees as follows: in 21" x21" poly pots with spacing at 4m. In single row with digging of pits of size 60cm x 60cm x 60cm, refilling the pits after breaking the clods including carriage & transport of saplings to plantation site including cost of 0.25 cft of FYM per plant, NPK 50gms planting of saplings, cost of manure 50gm/ plant. (including 10% casualty) as per discussion with BMC.						
1	Saraca asoca (Asoka)	4 m	2.0 m	66	Nos.		
2	Mimusops Elengi (Baula/ Bakul)	4 m	1.5 m	25	Nos.		
3	Alstonia scholaris (Saptaparni)	4 m	2.5 m	21	Nos.		
4	Spathodea campanulata	5 m	2.5 m	21	Nos.		
5	Plumeria (Varied Colours)	4 m	2.5 m	28	Nos.		
6	Michelia champaca (Champa)	4 m	2.5 m	230	Nos.		
7	Azadirachta Indica (Neem)	4 m	2.5 m	391	Nos.		
8	Pongamia pinnata (Karanj)	4 m	2.0 m	378	Nos.		
9	Syzygium cumini (Jamun)	4 m	2.0 m	268	Nos.		
10	Ficus religiosa (Aswath)	4 m	2.5 m	242	Nos.		
11	Ficus benghalensis (Bar/ Vat)	10 m	2.5 m	31	Nos.		
	<i>Planting outside Boundary Wall (2.2 Ha. Area)- at the rate of 400 saplings per Ha. (Along with Neem- 150 Nos., Karanj- 100 Nos.)</i>						
12	Mangifera indica (Aamba)	4 m	2.5 m	55	Nos.		
13	Dalbergia sissoo (Shisham)	4 m	2.5 m	132	Nos.		
14	Samanea saman (Bada Chakunda)	4 m	2.5 m	132	Nos.		
15	Anthocephalus cadamba (Kadamba)	4 m	2.5 m	132	Nos.		
16	Terminalia arjuna (Arjuna)	4 m	2.5 m	132	Nos.		
17	Bambusa vulgaris (Bamboo)	4 m	2.5 m	110	Nos.		
	Total (B)			2394			

RFP for Selection of an Agency for Plantation Development and Maintenance beside Temporary
Transit Station (TTS) at Gadakana

	Shrubs/ Herbs	No. of Saplings per Sqm.	Area in Sqm.	No. of Saplings Required			
C	Supply and planting of specimen shrubs, herbs as follows in 9" x5" poly pots including its cost at a spacing of 50 cm x 50 cm in single row of 1 m with digging of pits of size 45cm x 45cm x 45cm, refilling the pits after breaking the clods including carriage & transport of saplings to plantation site including cost of 0.25 cft of FYM per plant, NPK 50gms planting of saplings, cost of manure 50gm/ plant. (including 10% casualty) as per discussion with BMC.						
1	Murraya paniculata (Kamini dwarf)	10	55	550	Nos.		
	Total (C)						
	Total Landscape Work (I) i.e. A+B+C						
III	Operation & Maintenance	Quantity (Q)	Unit	Rate/ unit/ per month (R)	Amount per month (Q)x (R)	Amount (for 36 months) (Q x R x 36)	
1	As per the Scope of work of the RFP (O&M shall be inclusive of manpower, material, equipment costs & management charges)	33337.0	Sqm.				
	Total (II)						
	Grand Total (I + II)						

Note:

1. GST shall be paid extra
2. Quantities provided in the Financial Bid format are for the purpose of arriving at an approx. financial bid amount. However, the payment shall be made on the basis of actual stretch covered and actual number of flora planted.

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. ___/- in form of DD/BG		
4	General Details of the Bidder (TECH - 2)		
5	Financial Details of the Bidder (TECH - 3)		
6	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
7	Similar Project Experience of the Bidder (TECH - 5)		
8	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
9	Undertaking for Non-Blacklisting on Stamp Paper (TECH – 7)		
10	Description of approach, methodology & work plan to undertake the assignment (TECH – 8)		

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [*In full and initials*]:

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The Environment Officer,
Bhubaneswar Municipal Corporation
ICOMC Tower
Janpath, Unit-9
Bhubaneswar - 751022, Odisha

Subject: Engagement of an Agency for Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana

WHEREAS____(Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No_____ dated _____ to undertake the service for “**Plantation Development and Maintenance beside Temporary Transit Station (TTS) at Gadakana**” (herein called contract) **AND WHEREAS** it has been stipulated by **Environment Officer, BMC, Odisha** in the said contract that the agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; **AND WHEREAS** we have agreed to give the supplier such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of _ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the __day of __, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt_____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch