

Request for Proposal (RFP)

For

**Selection of Contractor for Refurbishment and
Maintenance of Existing Landscape
Horticulture Works**

U.P. Real Estate Regulatory Authority

Government of Uttar Pradesh

July, 2019

Secretary,
U.P. Real Estate Regulatory Authority
Naveen Bhawan, Rajya Niyojan Sansthan,
Kala Kankar House, Old Hyderabad,
Lucknow-226007.
Phone: 0522-2781440

Disclaimer

This is a Request for Proposal (RFP) document for Contractor for Refurbishment and Maintenance of existing landscape horticulture Works. This RFP contains brief information about the scope of work and qualification process for the successful applicant. The purpose of the RFP Document is to provide the applicants (hereinafter referred to as "Applicant/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Applicants. The Applicants should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. The Real Estate Regulatory Authority, Uttar Pradesh (hereinafter referred to as "Client" or the "Authority") or any of its employees shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

The Authority reserves the right to change any or all conditions/ information's set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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1 General information

Refurbishment of existing soft landscaping works needs to be carried out at U.P. RERA Office, Greater Noida. This includes preparation of area for soft landscaping including supply and placing of soil, manure, additives, supply & planting grass, shrubs, plants, trees, ornamental plants etc., supply of potted indoor and outdoor plants and maintaining for the specified period, Further the contractor will also be responsible for the supply of flower bouquets and flower decoration for key events at the U.P. RERA office in Greater Noida.

To achieve the above objective of improvement of landscaping of U.P. RERA Office, Greater Noida, this request for proposal document is being floated for the selection of Contractor.

The Request for Proposal (RFP) document for the selection of Contractor can be downloaded from e-procurement website (<http://etender.up.nic.in>).

Key dates for this RFP are as below:

- Start of submission of Proposal: **1100hrs on 15-July-2019**
- Last date of submission of proposals: **1500hrs on 09-August-2019**
- Last date to receive pre-bid queries: **Online/email by 1500hrs on 25-July-2019**
- Date of pre-bid conference: **1500hrs on 26-July-2019**
- Opening of Proposals at U.P. Real Estate Regulatory Authority, Naveen Bhawan, Rajya Niyojan Sansthan, Kala Kankar House, Old Hyderabad, Lucknow-226007.: **1600hrs on 09-August-2019**

The Authority reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

The contact details are:

Secretary, Real Estate Regulatory Authority (RERA), Uttar Pradesh

Naveen Bhavan, RajyaNiyojanSansthan, Kala Kankar House

Old Hyderabad, Lucknow-226007

Uttar Pradesh

Telephone: +91 0522-2781440

E-mail: contactuprera@gmail.com

2 Data Sheet

1	Name of the Bid	Selection of Contractor for refurbishment and maintenance of existing landscape horticulture works
2	Time-period of contract	36 months
3	Method of selection	Combined Quality Cum Cost Based Selection (CQCCBS): 70:30
4	Bid Processing Fee	Non-refundable fee of INR 3,000 (through RTGS/NEFT)
5	Ernest Money Deposit (EMD)	Refundable amount of INR 50,000/- (through RTGS)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	Secretary, Real Estate Regulatory Authority (RERA), Uttar Pradesh, Naveen Bhavan, RajyaNiyojanSansthan, Kala Kankar House, Old Hyderabad, Lucknow-226007 Uttar Pradesh Telephone: +91 0522 2781440 E-mail: contactuprera@gmail.com
8	Proposal Validity Period	180 days from Proposal Due Date
9	Proposal Language	English
10	Proposal Currency	INR
11	Consortium to be allowed	No
12	Sub-contracting is allowed	No
13	Account details	For Bid Processing Fee & EMD Account No: 3637352539 IFSC Code: CBIN0280139 Bank Name: Central Bank of India , Hazratganj Branch, Lucknow, U.P

3 Terms of reference

3.1 Objective for Hiring of Contractor

The goals and objective of hiring a contractor is for Refurbishment of existing soft landscaping works at U.P. RERA Office, Greater Noida.

3.2 Scope of services

The scope of work is preparation of area for soft landscaping including supply and placing of soil, manure, additives, supply & planting grass, shrubs, plants, trees, ornamental plants etc. and maintaining for the specified period.

3.3 Terms and Conditions of contract

3.3.1 Terms of Contract

Name of Project	Refurbishment of Existing Soft Landscaping works
Site Location	U.P. RERA Office, Greater Noida
Scope of Work	Preparation of area for soft landscaping including supply and placing of soil, manure, additives, supply & planting grass, shrubs, plants, trees, ornamental plants etc. and maintaining for the specified period
Payment Terms	The Authority shall pay the Contractor, <ul style="list-style-type: none"> • 10% of Contract Price as Mobilization advance • Balance payment (excluding Mobilization advance) shall be paid as interim payment (Running Account Bills) upon satisfactory progress approved by the Authority.
Retention Money	10% of amount certified in each Running Account Bill shall be withheld as Retention Money. The same shall be released as follows <ul style="list-style-type: none"> • 10% (half amt.) shall be released after 6 months from date of completion of work • 10% (balance half amount) shall be released after successful completion of Defects Liability Period.
Defects Liability Period	Shall be 12 months from the actual completion date. Any defects appeared in the Works shall be rectified by the Contractor at its own cost and charges. If the Contractor fails to fulfil this, the Authority may rectify the defects by other agencies and the cost for the same with additional 15% as Authorities cost shall be recovered from Contractor's account.
Liquidated Damages	1% of Contract value for delay of every week by the contractor beyond scheduled date of completion subject to a maximum of 10% of contract value.
Quantity Variations	Quantities shown in the document and the drawing are for Bid Purpose only and may vary as per Site. In the case, any variations are found, the same need to be notified to the Authority and prior permission shall be taken for the necessary changes. Final quantities shall be measured as per site and necessary amount shall be increased or decreased basis on-site measurement. Up to +/- 25% variations in the quantities, rates quoted holds good
Supply of Materials	All material required for the Works shall be procured by the Contractor at their own cost and charges.
Power and Water for the work	Water and Power required for the Works shall be provided by the Authority free of cost at one point. The Contractor shall arrange distribution of the same at its own cost and charges.
Escalation	Rates for all BOQ items are final and no escalation in prices of whatsoever nature is allowed till the completion of work.

Alterations and Extra Items	<p>All the items involved in this work as per the working drawings /instructions by the Authority shall be executed by the Contractor.</p> <p>For execution of the items not covered in or deviated from the Bill of Quantities, the Contractor shall take approval of such Items from the Authority before execution at site and the rates for such Extra Items may be worked out based on the actual cost incurred for material, labour, tools & equipment, applicable taxes plus 15% towards Contractor's overheads and profit.</p>
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3.3.2 Conditions of Contract

1. General	
Scope	Contractor to furnish all materials, labour and related terms necessary to complete the work indicated on drawing and specified here in.

2. Materials	
a. Plant Materials	<ul style="list-style-type: none"> • Plant materials shall be well formed and shaped true to type, and free from disease, insects and defects such as knots, windburn, injuries, abrasion or disfigurement. • All plant materials shall be healthy, sound, and vigorous, free from plant disease, insect pests or their eggs, and shall have healthy, well-developed root systems. • All plants shall conform to the requirements specified in the plant list, except that plants larger than specified may be used if approved, but use of such plants shall not increase the contract price.
b. Topsoil: (Good earth) PH range 6.5 to 7.5	Topsoil or good earth shall be a friable loam, typical of cultivated topsoil of the locality containing at least 2% of decayed organic matter (humus). It shall be taken from a well-drained arable site. It shall be free of subsoil, stones, earth clods, sticks, roots or other objectionable extraneous matter or debris. It shall contain no toxic material.
c. Manure	Organic manure shall be used measurement shall be in stacks, with 8% reduction for payment. It shall be free from extraneous matter, harmful bacteria insects or chemicals.
d. Root system	<p>The root system shall be conducive to successful transplantation. Where necessary, the root-ball shall be preserved by support with hessian or other suitable material.</p> <p>On soils where retention of a good ball is not possible, the roots should be suitably protected in some other way which should not cause any damage to roots.</p>
e. Supply and Substitution	Upon submission of evidence that certain materials including plant materials are not available at time of contract, the contractor shall be permitted to substitute other material and plants, with an equitable adjustment of price. All substitutions shall be of the Nearest equivalent species and variety to the original specified and shall be subject to the approval of the Authority.

3. Trees, Ornamental Plants & Palms Planting	
a.	Trees should be supplied with adequate protection as approved. After delivery, if planting is not to be carried out immediately, balled plants should be placed cheek to cheek and the ball covered with sand to prevent drying out.
b. Digging of pits	Tree pits shall be dug a minimum of three weeks prior to backfilling. The pit sizes shall be as specified further herein. It shall be replaced with soil mixture as specified further herein. While digging the pits, the top soil up to a depth of 30 cm may be kept aside, if found good (depending upon site conditions) and mixed with the rest of the soil. If the soil is bad below, it shall be replaced with the soil mixture as specified further herein. The bottom of the pit shall be forked to break up the subsoil.
c. Backfilling	If the excavated soil is normal, it shall be mixed with manure. River sand shall be added to the soil if it is heavy. However, if the soil is bad, the pit shall be refilled

	with good garden soil mixed with manure in proportion as specified further herein. The soil backfilled has to be watered through and gently pressed down a day previous to planting to make sure that it may not further settle down after planting. The rest 100mm shall be filled with manure. The soil shall be pressed down firmly by treading it down, leaving a shallow depression all around for watering.
d. Planting	No tree pits shall be dug until final tree positions have been pegged out for approval. Care shall be taken that the plant sapling when planted is not buried deeper than in the nursery, or in the pot. Planting should not be carried out in water logged soil.
e. Staking	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.
f. Watering	The contractor should allow for the adequate watering in of all newly planted trees and shrubs immediately after planting and he shall during the following growing seasons, keep the plant material well-watered.
g. Fertilizing	Fertilizing shall be carried out by application in rotation of the following fertilizers, every 15 days from the beginning of the monsoon till the end of winter: - sludge of organic well-rotted dry farmyard manure or vermicomposting or approved organic manure

4. Shrubs, Ground Covers, Creepers Planting in Planters and Beds	
a.	All areas to be planted with shrubs shall be excavated, trenched to a depth of 600 mm, refilling it with finely mixed good garden soil and excavated earth (after breaking the clods and mixing with sludge in the proper ratio. Backfill soil should be firmed as filling proceeds, layer by layer, care being taken to avoid to avoid damaging the roots
b.	Positions of shrubs to be planted should be marked out in accordance with the planting plan. When shrubs are set out, precautions should be taken to prevent roots drying. Planting holes (of sizes as specified further herein) should be excavated for longer shrubs. Polythene and other non-perishable containers should be removed and any badly damaged roots carefully pruned. The shrubs should then be set in holes so that the soil level, after settlement, will be at the original soil mark on the stem of the shrub. The hole should be backfilled to half pots depth and firmed by reading. The remainder of the soil can then be returned and again firmed by treading.

5. Maintenance	
a.	Landscape maintenance will be commenced phase wise as discussed during negotiation meeting. Each phase has 3 years for development from the date of completion of plantation as specified and agreed. Thereafter first phase of maintenance will be commenced.
b.	Storage Space to be planned at site to keep tools and tackles inside the site during the contract tenure.
c.	The landscape contractor shall maintain all planted areas within the landscape contract boundaries for three years after the area is handed over in whole. Maintenance shall include replacement of dead plants, watering, and weeding, cultivating, control of Insects, fungus and other diseases by mean off spraying with an approved insecticide or fungicide, pruning, and other horticulture operations necessary for the proper growth of the plants and for keeping the landscape contract area neat in appearance.

d.	Following activities to be carried out by Contractor as and when required for all plants including Ornamental trees, shrubs, foliage, hedges, turfs, ground covers and climbers																																																													
	<table border="1"> <thead> <tr> <th data-bbox="518 264 715 302">Description</th> <th data-bbox="715 264 954 302">Activities</th> <th data-bbox="954 264 1216 302">Resources</th> <th data-bbox="1216 264 1444 302">Remarks</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 302 715 734" rowspan="7">Lawn Management</td> <td data-bbox="715 302 954 340">Mowing</td> <td data-bbox="954 302 1216 340">Mower</td> <td data-bbox="1216 302 1444 340"></td> </tr> <tr> <td data-bbox="715 340 954 400">Weeding</td> <td data-bbox="954 340 1216 400">Manually/Specific weedicides</td> <td data-bbox="1216 340 1444 400">With Authority approval</td> </tr> <tr> <td data-bbox="715 400 954 501">Nutritive Application</td> <td data-bbox="954 400 1216 501">FYM/ fertilizer</td> <td data-bbox="1216 400 1444 501">Broadcasting, spraying and inter-cultural</td> </tr> <tr> <td data-bbox="715 501 954 539">Irrigation</td> <td data-bbox="954 501 1216 539">QCV, Sprinklers</td> <td data-bbox="1216 501 1444 539"></td> </tr> <tr> <td data-bbox="715 539 954 577">Washing</td> <td data-bbox="954 539 1216 577">QCV/ Water tanker</td> <td data-bbox="1216 539 1444 577"></td> </tr> <tr> <td data-bbox="715 577 954 616">Cleaning</td> <td data-bbox="954 577 1216 616">Brooming etc.</td> <td data-bbox="1216 577 1444 616"></td> </tr> <tr> <td data-bbox="715 616 954 734">Insect/Pest management</td> <td data-bbox="954 616 1216 734">Plumbing machine / manually/ Auto spray pump</td> <td data-bbox="1216 616 1444 734"></td> </tr> <tr> <td data-bbox="518 734 715 1032" rowspan="6">Tree management</td> <td data-bbox="715 734 954 795">Training/ Pruning/ Shaping</td> <td data-bbox="954 734 1216 795">Telescopic pruner/ chain saw</td> <td data-bbox="1216 734 1444 795"></td> </tr> <tr> <td data-bbox="715 795 954 833">Fertilization</td> <td data-bbox="954 795 1216 833">Manually</td> <td data-bbox="1216 795 1444 833"></td> </tr> <tr> <td data-bbox="715 833 954 871">Basin preparation</td> <td data-bbox="954 833 1216 871">Manually</td> <td data-bbox="1216 833 1444 871"></td> </tr> <tr> <td data-bbox="715 871 954 909">Irrigation</td> <td data-bbox="954 871 1216 909">QCV, Sprinklers</td> <td data-bbox="1216 871 1444 909"></td> </tr> <tr> <td data-bbox="715 909 954 947">Washing</td> <td data-bbox="954 909 1216 947">QCV, Water tankers</td> <td data-bbox="1216 909 1444 947"></td> </tr> <tr> <td data-bbox="715 947 954 1032">Uprooting of dead trees/ palms</td> <td data-bbox="954 947 1216 1032">Mechanized/ manually, as per the condition</td> <td data-bbox="1216 947 1444 1032"></td> </tr> <tr> <td data-bbox="518 1032 715 1265" rowspan="5">Shrubs and Ground Covers</td> <td data-bbox="715 1032 954 1133">Cutting/ Training/ pruning</td> <td data-bbox="954 1032 1216 1133">Mechanized/ manual hedge trimmer</td> <td data-bbox="1216 1032 1444 1133"></td> </tr> <tr> <td data-bbox="715 1133 954 1171">Irrigation</td> <td data-bbox="954 1133 1216 1171">QCV, Sprinklers</td> <td data-bbox="1216 1133 1444 1171"></td> </tr> <tr> <td data-bbox="715 1171 954 1209">Washing</td> <td data-bbox="954 1171 1216 1209">QCV, Water tankers</td> <td data-bbox="1216 1171 1444 1209"></td> </tr> <tr> <td data-bbox="715 1209 954 1247">Weeding</td> <td data-bbox="954 1209 1216 1247">Manually</td> <td data-bbox="1216 1209 1444 1247"></td> </tr> <tr> <td data-bbox="715 1247 954 1265">Bed cleaning</td> <td data-bbox="954 1247 1216 1265">Manually</td> <td data-bbox="1216 1247 1444 1265"></td> </tr> </tbody> </table>	Description	Activities	Resources	Remarks	Lawn Management	Mowing	Mower		Weeding	Manually/Specific weedicides	With Authority approval	Nutritive Application	FYM/ fertilizer	Broadcasting, spraying and inter-cultural	Irrigation	QCV, Sprinklers		Washing	QCV/ Water tanker		Cleaning	Brooming etc.		Insect/Pest management	Plumbing machine / manually/ Auto spray pump		Tree management	Training/ Pruning/ Shaping	Telescopic pruner/ chain saw		Fertilization	Manually		Basin preparation	Manually		Irrigation	QCV, Sprinklers		Washing	QCV, Water tankers		Uprooting of dead trees/ palms	Mechanized/ manually, as per the condition		Shrubs and Ground Covers	Cutting/ Training/ pruning	Mechanized/ manual hedge trimmer		Irrigation	QCV, Sprinklers		Washing	QCV, Water tankers		Weeding	Manually		Bed cleaning	Manually	
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e. Mortality replacement	Replace the plants mortalities in case of natural plant death and due to negligence but not be held responsible to replace any plant/ tree/ grass/ mortality against damage done by natural calamities such as earthquake, Fire, Flood, and storm.																																																													
f. Respond Time	Immediately for routine work and 24 hour for extra works.																																																													
g. Safety, Health and Environment	Public health and safety have to be considered on priority at site. The contractor to arrange sufficient stocks of medicines, antidotes, first aid tools and equipment as may be required.																																																													
h. Pruning and Repairs	Upon completion of planting work under the contract all trees should be pruned and all injuries repaired where necessary. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots																																																													
i. Nursery stock	Planting should be carried out as soon as possible after reaching site. Where planting must be delayed out of necessity, care should be taken to protect the plants from pilfering or damage from people or animals. Plants with bare roots should be heeled-in as soon as received or otherwise protected from drying out, and others set closely together and protected from the wind. If planting is to be delayed for more than a week, packaged plants should be unpacked, the bundles opened up and each ground of plants heeled in separately and clearly labeled. If for any reason the surface of the roots becomes dry the roots should be thoroughly soaked before planting.																																																													
j. Protective fencing	According to local environment shrubs shall be protected adequately from vandalism until established.																																																													
k. Completion	On completion the ground shall be formed over and left tidy before commencement of maintenance.																																																													

6. Supply and Maintenance of 300 (Two Sets of 150 each) Indoor / Outdoor Potted

Plants	
a.	Two sets of 150 each potted indoor / outdoor flowering / ornamental plants to be supplied by the contractor. Specific varieties will be decided with prior approval of the Authority.
b.	Contractor to ensure – <ul style="list-style-type: none"> • Placement of Indoor Plants with Pots within the office premises at identified locations. • Watering and nurturing of Plants on daily basis. • Weekly rotation of indoor / outdoor potted plants • Replacement of dried up plants with fresh ones as soon as possible.

7. Supply of Flower Bouquets and Decoration during U.P. RERA Events	
a.	10 flower bouquets should be supplied twice in a week. The flowers should be Orchid, Bird of Paradise, Haliconia, Anthurium, Zinger, Lily Carnation, Astomria, Zeberra, Spider, Mukara, Estoma, Tiger Orchid, Irish Rose and similar other good quality flowers.
b.	The cut-flower bouquets should be fresh and of very good quality. Flowers which show even slightest indication of wilting or staleness or without the natural shine will be rejected and returned. No payment shall be made on the account.
c.	During special occasions such as Independence Day, Republic Day and any other U.P. RERA event, the contractor will be responsible for floral decoration of the office. Payment for the same shall be made on actuals.

4 Eligibility and Evaluation criteria

4.1 Eligibility criteria

The Applicants should meet all criteria provided below:

- The bidder must be a professional Horticulturist and must have completed works in landscaping and maintenance of avenue trees, lawns and gardens in govt. or reputed private organization having 0.5 to 3 hectare of land during the last 5 years up to June, 2019. **Documentary evidence must be enclosed.**
- The bidder should have the capacity of providing the required number of Manpower for upkeep of the U.P. RERA, Greater Noida Campus as per requirement.
- Bidder should not have defaulted on any bank/financial institute loans in the past. There should not be any statutory dues or undisputed liability.
- The prospective bidders must submit a list of organizations, where they have worked / are working with the name and designation of the contact person and their telephone numbers etc.
- The bidders must submit along with their bid, attested copy of valid PAN and GST clearance certificate.
- The work will be done as per schedule and as per the instructions of Authority of U.P. RERA, Greater Noida Campus

4.2 Documentation

The bidder shall furnish, as part of its bid offer, documents establishing the bidder's eligibility to participate in the bid and its qualifications to perform the Contract. The documentary evidence of the vendor's qualifications to perform the Contract, shall establish to U.P. RERA's satisfaction that the vendor is eligible as per the criteria outlined in the Eligibility Criteria at para 1 above.

4.3 Technical evaluation

The Applicant shall be selected under the Combined Quality cum Cost Based System (CQCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP. The Technical Evaluation shall be based on following parameters:

Experience Evaluation:

Sl. No.	Criteria	Evaluation	Maximum Marks
1.	Experience of similar projects completed during the last 5 years (Refer 7.2.1 B - Applicant's Experience Form)	List of all the completed works related only to horticulture works since inception of firm to be evaluated as under: (i) Rs. 50 lakh: 20 marks each (ii) Rs. 25 lakh: 10 marks each (iii) Rs 15lakh: 5 marks each OR For similar project with built up areas (i) 2 Hectare: 20 marks each (ii) 1- 2 Hectare. : 10 marks each (iii) 0.5 – 1 Hectare: 5 marks each	40 Marks maximum
2.	Ongoing projects (refer 7.2.2 Applicant's Project under Execution)	List of all the ongoing works of Horticulture and not confined only to similar works since inception of firm to be evaluated as under: -each additional work of Rs.50 lakh or each built up area of 2 Hectare--- 10 marks - each additional work of Rs.25 lakh or each built up area of 1- 2 Hectare--- 6 marks -each additional work of Rs.15 lakh or each built up area of 0.5 – 1 Hectare--- 3 marks	30 marks maximum
			70 Marks Maximum

Personnel Evaluation:

Sl. No.	Personnel	Desired minimum number available with Bidder exclusively	Experience Max Marks
1.	Landscape Consultant	1	10 marks (minimum experience of 10 years)
2.	Horticulturist	3	2 Personnel – 5 Marks

	Supervisor		3 Personnel – 8 Marks Above 3 Personnel – 10 Marks (Minimum 5 year experience)
3.	Mali	5	5 Personnel – 5 Marks 6-10 Personnel – 8 Marks Above 10 Personnel – 10 Marks (Minimum 5 year experience)
			30 Marks Maximum

Minimum score of 60 marks is required in the technical evaluation process. Only those bids having minimum score would be eligible for opening of financial bids.

All (project) experiences submitted for eligibility and evaluation must be supported by Work Orders/ Signed Contracts /Completion Certificates, clearly indicating the value of the (project) experiences. One (project) experience cannot be claimed against more than one criteria given above. In case an Applicant submits the same project under two categories, the submission against first category will be considered.

The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead contractor by the Applicant's legal entity submitting the bid for this RFP. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

All personnel details submitted for eligibility and evaluation must be supported by employment documents for each of the personnel

4.4 Financial evaluation

The Applicant must achieve a minimum of 60% in the Technical Evaluation for it to be eligible for opening of Financial Proposal. The weightage given to Technical Evaluation for bid evaluation is 70%.

The weightage given to Financial Proposal for bid evaluations is 30%. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as $Sf = 100 \times Fm / F$ in which Sf is the financial score, Fm is the lowest price offer and F is the price offer of the proposal under consideration. Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T=0.70 and P=0.30) $S = St \times T + Sf \times P$.

The Applicant securing the highest combined technical and financial score will be awarded the contract/project. Evaluations will be based on documentary evidence submitted by the Applicants and presentation before the Selection Committee of Authority with respect to evaluation/selection criteria. Documentary evidences will be signed contracts/agreements, or work-orders (or award letters or letters of intent) or completion certificates.

The Financial Bid format is provided as **Horticulture Contract.xls** along with this document at <http://etender.up.nic.in>. Bidders are advised to download this Horticulture Contract.xls as it is and quote their offer/rates in the permitted column and upload the

same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner.

In case if the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with U.P. RERA. **(No need to upload Bill of Quantity in Section 10, it should be uploaded in the .xls format.)**

5 Instructions to Applicants

A. General instructions

1. Number of Proposals and respondents

- 1.1. No Applicant shall submit more than one (1) Proposal, in response to this RFP.
- 1.2. Consortium is not allowed under this RFP.
- 1.3. Sub-contracting is allowed under this RFP subject to maximum of 25% of the Contract Price

2. Proposal preparation cost

- 2.1. The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 2.2. All papers submitted with the Proposal are neither returnable nor claimable.

3. Right to accept and reject any or all the Proposals

- 3.1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- 3.2. Authority reserves the right to reject any Proposal if:
 - 3.2.1. At any time, a material misrepresentation is made or discovered, or
 - 3.2.2. The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - 3.2.3. The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

4. Amendment of the RFP

- 4.1. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <http://www.up-rera.in> through a corrigendum and form an integral part of the e-bid/RFP document. The relevant clauses of the e-bid/RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above mentioned websites from time to time for any amendment in the RFP document/s.
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In case of failure by the Applicant to get the amendments, if any, the Authority shall not be responsible for it.

4.2. In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the Proposal Due Date.

5. Data identification and collection

5.1. It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

5.2. It would be deemed that by submitting the Proposal, the Applicant has:

5.2.1. Made a complete and careful examination and accepted the RFP in totality;

5.2.2. Received all relevant information requested from Authority and:

5.2.3. Made a complete and careful examination of the various aspects of the Scope of Work.

5.3. Authority shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

5.4. In case the Applicant seeks any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet prior to the Last Date for Submission of Queries mentioned in the Data Sheet.

B. Preparation and submission of Proposals

6. Language and currency

6.1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

6.2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

7. Proposal validity period and extension

7.1. Proposals shall remain valid for a period of One Hundred and Eighty (180) days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Applicant's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

7.2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Applicants to extend the validity period for specified additional period. Applicants, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

8. Format and signing of Proposals

- 8.1. The Applicants shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 8.2. Applicants should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
- 8.3. The e-Bid document shall be digitally signed, at the time of uploading, by the Applicant or a person or persons duly authorized to bind the Applicant to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- 8.4. In case the Applicants intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

9. Submission of e-bid/Proposal

- 9.1. The bid submission module of e-procurement website (<http://etender.up.nic.in>) enables the Applicants to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
 - 9.2. The Applicants have to follow the following instructions for submission:
 - 9.2.1. For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Applicants must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - 9.2.2. In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
 - 9.2.3. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and
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perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

- 9.2.4. The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
- 9.2.5. After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- 9.2.6. Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- 9.2.7. The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- 9.2.8. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- 9.2.9. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

10. Deadline for submission

- 10.1. E-bid/Proposal (technical and financial) must be submitted by the Applicant at e-procurement website <http://etender.up.nic> no later than the time specified on
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the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

11. Late submission

11.1. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

12. Withdrawal and resubmission of Proposal

12.1. At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

12.2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.

12.3. The Applicant can re-submit his/her e-bid/Proposal as and when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website (<http://etender.up.nic.in>). The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

- 12.4. The Applicant can submit their revised e-bids/Proposals as many times as required by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 12.5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

13. Selection of the Contractor

- 13.1. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Applicants to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Applicant's Proposal.

C. Proposal opening

14. Opening of Technical Proposals

- 14.1. Authority will open all technical e-bids/Proposals, in the presence of Applicant's representatives who choose to attend on the prescribed date of opening at the Authority office.
 - 14.2. The Applicant's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Authority within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
 - 14.3. The Applicants names and the presence or absence of requisite e-bid/Proposal security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently.
 - 14.4. The Authority will prepare minutes of e-bid/Proposal opening.
 - 14.5. After evaluation of technical e-Bid/Proposal, through the evaluation committee the Authority shall notify those Applicants whose technical e-Bids/Proposals were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-Bids/Proposals will not be opened.
 - 14.6. The Authority will simultaneously notify the Applicants, whose technical e-Bids/Proposals were considered acceptable to the Authority. The notification may be sent on the e-mail provided by Applicant.
 - 14.7. The financial e-Bids/Proposals of technically qualified Applicants shall be opened in the presence of technically qualified Applicants who choose to attend. The date and time for opening of financial bids will be communicated to
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the technically qualified Applicants separately after completion of technical bids evaluation.

15. Confidentiality

- 15.1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Contractor shall not be disclosed to any person not officially concerned with the process.
- 15.2. After opening of the e-Bids/Proposals, no information relating to the examination, clarification, evaluation and comparison of e-Bids/Proposals and recommendations concerning the award of contract shall be disclosed to Applicants or their representatives, if any. Any effort by an Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Applicant.

16. Tests of responsiveness

- 16.1. Prior to the evaluation of the Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
 - 16.1.1. It is received or deemed to be received by the due date and time including any extension thereof pursuant to Clause 11.
 - 16.1.2. It is signed, sealed and marked as stipulated in Clause 8 and Clause 9.
 - 16.1.3. It contains all information as desired in this RFP.
 - 16.1.4. Information is provided as per the formats specified in the RFP.
 - 16.1.5. It mentions the validity period as set out in Clause 7.
 - 16.1.6. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD in the form of RTGS as specified in the Date Sheet of this RFP.
- 16.2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

17. Clarifications sought by Authority

- 17.1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Applicant for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

18. Proposal evaluation

- 18.1. Submissions from Applicants would first be checked for responsiveness as set out in Clause 16. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in this RFP.
- 18.2. The Technical Proposal of the Applicant/s who do not meet the Eligibility Criteria shall not be considered for further process.

19. Notifications

- 19.1. Authority will notify the successful Applicant by letter.
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D.Pre-Qualification (Check List)

The proposal should be submitted in order of the checklist only

S.No.	Particulars	Yes/No/Remarks	Page Number
1	The Bid document fee and EMD as specified in the Data Sheet must be submitted.		
2	Permanent Account Number (PAN) of the bidder along with certified photocopy.		
3	Attested copy of TIN and GST registration.		
4	Attested copy of Company/Firm registration certificate or relevant registration documents		
5	Income tax Return of last three financial years certified by Chartered Accountant		
6	Date of establishment of bidder's business (attach proof of minimum five years) (Section 7.2.1 A)		
7	Experience in field of Horticulture and Landscaping service (photographic and documentary evidence if any) (Section 7.2.1 B)		
9	Proposal Submission Form (Section 7.1)		
10	Applicant's Project under Execution Form (Section 7.2.2)		
11	Applicant's Workforce Details Form (Section 7.2.3)		
12	Undertaking for not being blacklisted by any State / Central Government by the bidder. (Section 8)		

6 General Conditions (GC) of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Contractor" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- b) "Client" means the agency with which the Contractor signs the Contract for the Services i.e. Real Estate Regulatory Authority, Uttar Pradesh
- c) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- d) "Government" means the Government of the Client's state
- e) "Party" means the Client or the Contractor, as the case may be, and "Parties" means both of them
- f) "Personnel" means professionals and support staff provided by the Contractor assigned to perform the Services or any part thereof
- g) "Services" means the work to be performed by the Contractor pursuant to the Contract.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the Contract.

1.6 Taxes and Duties

GST shall be paid by the Authority additionally on the professional fee agreed as part of this Contract.

1.7 Fraud and Corruption

- 1.7.1 Definitions: defines, for the purpose of this provision, the terms set forth below as follows:
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- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

1.7.2 Measures to be taken

The Client will cancel the contract if representatives of the Contractor are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Contractor, including declaring the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8 Limitation of Liability

The Contract will require that the aggregate liability of the Contractor under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Contractor hereunder. The preceding limitation shall not apply to liability arising as a result of the Contractor's fraud in performance of the services hereunder.

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Contractor shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance

of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Contractor, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Contractor becomes insolvent or bankrupt.
- c) If the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Contractor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

2.6.2 By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 2.6.2:

- a) If the Client fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Contractor that such payment is overdue.
- b) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Contractor:

- a) payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. Obligations of the Contractor

3.1 Standard of Performance

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2 Confidentiality

Except with the prior written consent of the Client, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the

receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 19 months from the date of termination of this Agreement.

3.3 Documents prepared by the Contractor to be the property of the Client
All deliverables in the form of data, software, designs, utilities, tools, models and systems and other methodologies and know-how ("Materials") that Contractor own in performing the Services shall remain with Contractor. Notwithstanding the delivery of any Services, Contractor retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that Contractor compile and retain in connection with the Services (but not Client Information reflected in them).

3.4 Accounting
The Contractor shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Obligations of the Client

4.1 Assistance and Exemptions
The Client shall use its best efforts to ensure that the Government shall provide the Contractor such assistance and exemptions as specified in the Contract.

4.2 Change in the Applicable Law Related to Taxes and Duties
If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Contractor under this Contract shall be increased or decreased accordingly under this Contract.

5. Payments to the Contractor

5.1 Professional fee and Payments
The total payment due to the Contractor shall be governed by the Contract Price (as determined by the financial quote in the RFP). In addition to the consultancy fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Lucknow or Greater Noida (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.

5.2 Terms and Conditions of Payment
Payments will be made to the account of the Contractor and according to the payment schedule stated in Section 3.4. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Contractor's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

6. Good Faith and Indemnity

- 6.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 6.2 To the fullest extent permitted by applicable law and professional regulations, Client shall indemnify Contractor against all claims by third parties (including the Client's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report disclosed to it by or through Client or at Client request. Client shall have no obligation hereunder to the extent that Contractor have specifically authorized, in writing, the third party's reliance on the Report.

7. Settlement of Disputes

- 7.1 This Contract shall be governed by, and construed in accordance with, the laws of India.
- 7.2 Amicable Settlement
The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.
- 7.3 Arbitration
In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Lucknow, India. The language of arbitration shall be English.
This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.
- 7.4 Jurisdiction
Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.
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7 Technical Proposal - Standard Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Applicant's Organization and Experience
	A. Applicant's Organization
	B. Applicant's Experience
TECH-3	Applicant's Project under Execution
TECH-4	Applicant's Workforce Details

7.1 Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

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

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

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

We remain,
Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

7.2 Form TECH-2: Applicant's Organization and Experience**7.2.1 A - Applicant's Organization Form**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information. (Please enclose proof)

S. No.	Item	Details
1	Name of Firm/Contractor	
2	Name of Owner(s)/Partner(s)	
3	Mailing Address	
4	Telephone and Fax numbers	
5	Year of Commencement of Business (Please Enclosed Registration Certificate of Firm)	
6	Name and designation of the person authorized to make commitments to the Authority	
7	Contact details of the person authorized to make commitments to the Authority	
8	PAN No	
9	Service Tax Registration number	
10	TIN Number	
11	Manpower details indicating number of Mails & Supervisors with the agency in Delhi & India on the whole	
12	Details of EMD	
13	Aggregate billing in 2015-2016 (As per ITR)	
14	Aggregate billing in 2016-2017 (As per ITR)	
15	Aggregate billing in 2017-2018 (As per ITR)	

Signature (Name and Designation)

Date:

7.2.1 B - Applicant's Experience Form

[Using the format below, provide Experience/Details of operation in the last 5 years.
 (Please enclose proof of Award Letter of Contract)]

Name of the Firm/Contractor _____

S. No.	Name of Project & location	Owner or sponsoring organization	Cost In crore/ Total Built Area of the project (excluding GST)	Date of commencement as per contract	Stipulated date of completion	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1								
2								
3								
4								
5								

7.2.2 Form TECH 3 - Applicant's Project under Execution

[Using the format below, provide Experience/Details of operation at present. (Please enclose proof of Award Letter of Contract)]

Name of the Firm/Contractor _____

S. No.	Name of Project & location	Owner or sponsoring organization	Cost In crore/ Total Built Area of the project (excluding GST)	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of project	Slow progress/ if any and reasons thereof	Name & address/ Telephone No. of Officer to whom reference may be made	Remarks
1									
2									
3									
4									
5									

7.2.3 Form TECH - 4 Applicant's Workforce Details

[Using the format below, provide Personnel Details at present. (Please enclose proof of Employment)]

Name of the Firm/Contractor _____

S. No.	Name of staff	Years of experience	Proposed position and Area of Expertise	Remarks
1				
2				
3				
4				
5				

8 Undertaking for not being blacklisted

To be submitted on letterhead of the Bidder

Date:

To,

Secretary

U.P. Real Estate Regulatory Authority

Naveen Bhawan, Rajya Niyojan Sansthan,

Kala Kankar House, Old Hyderabad,

Lucknow-226007.

Ref: "Request for Proposal for Refurbishment of existing landscape horticulture works, U.P. RERA office, Greater Noida"

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document regarding "Refurbishment of existing landscape horticulture works, U.P. RERA office, Greater Noida". I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations in India. I further certify that I am competent officer in my company to make this declaration.

In accordance with the above we would like to declare that:

1. We are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
2. We are not blacklisted by any Central/State Government/Public Sector Undertaking in India.
3. The information provided in the tender document is true and no false representation has been made.

Yours faithfully,

(Authorized Signature of the Bidder)

Printed Name

Designation Seal

Date:

Business Address:

Place: Bidder's signature

Date: With seal

9 Landscape Layout Plan

