



REQUEST FOR PROPOSAL

For

TRANSPLANTATION OF TREES IN FARIDABAD SMART CITY AREA.

Under

SMART CITY MISSION (SCM)

in

FARIDABAD CITY

(HARYANA, INDIA)

Ref No: FSCL/2019/90

Issued on 31/01/2019

DNIT Amount: Rs 11.00 Lacs.

Employer: **Faridabad Smart City Limited**
Nain Sadan, 3rd Floor, Plot No. 35
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001
(Haryana)
Email : faridabadsmartcitylimited@gmail.com

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Faridabad Smart City Limited (here forth referred to as FSCL in this document) or any of its employees or advisers, is provided to 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 not an invitation by the Employer to the prospective Consultants 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 this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. 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 Employer, 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 bidder (consultant/contractor/developer/Manufacturer/Supplier etc) 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The FSCL 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 Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the FSCL 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 FSCL 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 FSCL 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.

Sd/

Chief Executive Officer
Faridabad Smart City Limited

OFFICE OF THE FARIDABAD SMART CITY LIMITED

No.FSCL/2018/90

DATED: 31/01/2019

E-TENDER NOTICE

Faridabad Smart City Limited (FSCL) invites online tenders for the work mentioned below:-

Sr No	T No	Name of Work	Estimated Cost of Works	EMD to be deposited by bidder (Rs)	Tender Document Fee Plus Service Fee in INR	Bid Release time and Date	Last date for online Submission of bids	Tender Open Date
1	114063	Transplantation of Trees in Faridabad Smart City Area	11.00 Lacs	22,000	1000+1000	31/01//2019 @17:30 hrs	07/02/2019@17:30 hrs	08/02/2019 @15:30Hrs

1. Tender will be opened on 08/02/2019 @15:30 Hrs
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
4. For any other queries, please contact Deputy General Manager, Faridabad Smart City Limited, Faridabad phone no. 91-9599780918. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in/>
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering ”.

Deputy General Manager
Faridabad Smart City Limited
Faridabad

**Chief Executive Officer
Faridabad Smart City Limited
Faridabad [HR]**

Name of the work	Transplantation of Trees in Faridabad Smart City Area
Probable Amt. of Contract	Rs 11.00 Lakh.
Amount of earnest money	Rs 22,000 shall be deposited in the form given in the ITB. The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope). Original EMD documents shall be submitted along with the Technical Proposal (Envelope A) as per the time and location specified in the Data Sheet.
Application Processing Fee (Payable to FSCL)	1,000 + 1000 (Non Refundable). Document can be downloaded from the web site https://haryanaeprocurement.gov.in
Time allowed for completion of work	06 (Six) Months including rainy season.
Date of Tender Release (Online)	From 5:30 PM on 31.01.2019,
Last Date of ONLINE Bid	Up to 05:30 PM on 07/02/2019
Last date of Physical Document	UP TO 3:00 PM ON Date: 08/02/2019
Date of opening of Envelope 'A' & 'B' of tender	Date:08.02.2019 @ 03:30 PM onwards at Office of The Chief Executive Officer, Faridabad Smart City Limited.
Online Financial Bid (Envelope C)	To be intimated later.
Type of Bidder	The bidder must be eligible bidders as per eligibility criteria laid down in RFP.
Type of Tender	Open
Vender Class	Other
Type of contract	Unit Rate Contract
Engineer-in charge	Any Officer Not below the rank of Deputy General Manager Appointed by CEO, Faridabad Smart City Limited.
Bid Validity Period	180 days

INVITATION FOR TENDERS [IFT]

Faridabad Smart City Limited (FSCL) invites **Unit Rate tenders in “Form B”** from eligible bidders. **The bidder must meet the eligibility criteria laid down in RFP and the bidder** are eligible under the Pre-qualification Criteria as detailed in the tender Document. The tender documents can be downloaded from <https://haryanaeprocurement.gov.in> from 31.01.2019, 5.30PM onwards. The last date of tender online submission is on 07/02/2019 up to 5: 30 PM.

Work Details:

Sr. No.	Name of Construction Work	Completion period	Amount of EMD	Cost of tender document (Transaction Fee)
1.	Transplantation of Trees in Faridabad Smart City Area	03 (Three) Months including rainy season	Rs 22,000	Rs 1,000/- + Rs 1000/- as online bid submission fee

A. Key Dates:

S. No.	Stages	Start Date and Time
1	Online Tender Release	30.01.2019 @5:30 PM
2	Last Date of Online Bid Submission	07/02/2019 @5:30 PM
3	Last Date of Physical document submission at FSCL office	08/02/2019 @3:00 PM
4	Date & time of Opening of Envelope A & B at FSCL office	08/02/2019 @3:30 PM
5	Online financial bid opening	To be intimated later

- The proposal is available online on <https://haryanaeprocurement.gov.in> from **30/01/2019 (17:30 hrs onward) to 07/02/2019 (up to 17:30 hrs)** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
- Proposal must be submitted online on <https://haryanaeprocurement.gov.in> on or before **17.30 hours on 07/02/2019** and the “Technical proposal” will be **opened online on the 08/02/2019 at 3:30 AM**. The “Financial proposal” shall remain unopened in the e-procurement system until the second public Bid opening for the financial proposal. Any proposal or modifications to proposal received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the Proposal as specified, the Proposal will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of Proposal.
- The bidder shall also submit the Technical proposal in hard bound.
- For any other queries, please contact Deputy General Manager, Faridabad Smart City Limited, Faridabad on phone No.0129 2410086
- For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in>.

Yours sincerely,

Address: Faridabad Smart City Limited,

Nain Sadan, 3rd Floor, Plot No. 35

Sector 20A, Behind EF3 Mall

Near Old Faridabad Metro Station

Faridabad - 121001(Haryana)

Ph No. 0129 2410086

Email: faridabadsmartcitylimited@gmail.com

Eligibility Criteria:

1 This Invitation for Bids is open to all eligible bidders.

I General Instructions to the Bidder

1. No Bidder shall submit more than one Bid for the Project.
2. The Bidder should submit a Power of Attorney as per the format provided in Annexure - I, authorizing the signatory of the Bid to commit the Bidder.
3. The Bid should include a brief description of the roles and responsibilities particularly with reference to financial, technical and O&M obligations;
4. Unless otherwise indicated, the bidder means single entity.

II Pre-qualification Criteria:

- (a) All Contractors/ Bidders shall provide the requisite information accurately and with sufficient details as required in **Section-3: Qualification information**. The bid is open to all Bidders who fulfill the criteria laid down in the NIT.
- (b) **Consortium of Bidders is NOT permitted.**
- (c) To become eligible, bidder must satisfy the following: Criteria : The financial criteria and the value for similar works are based on the total estimated cost of work **Rs 11.0 Lakhs**.
 - (i) Achieved during the last Three (3) financial years (2017-18, 2016-17, 2015-16), an average annual financial turnover of at least **Rs 3.30 Lakhs**.
 - (ii) Satisfactorily completed similar works during last 5 years as per criteria mentioned below:
 - a. Satisfactorily completed at least one similar work of value not less than **Rs 8.80 Lakhs** as on date of submission of financial offer, **OR**
 - b. Satisfactorily completed at least two similar works each of a value not less than **Rs 5.50 Lakhs** as on date of submission of financial offer, **OR**
 - c. Satisfactorily completed at least three similar works each of a value not less than **Rs 4.40 Lakhs** as on date of submission of financial offer.
 - i. **Similar works means** experience in Transplantation of trees / **Horticulture**.

Necessary supporting documents duly signed under seal, by a Chartered Accountant/ or officer not below rank of Executive Engineer in original shall be enclosed while submitting the bid.

In addition to the pre-qualification criteria mentioned above the following criteria shall also be satisfied for eligibility of the Bidder:

1. It is necessary that the bidder should have executed the above work as either main Bidder.
2. The bidder should not have incurred any loss in more than three years during the last five consecutive financial years. **A certificate to this effect from a Chartered Accountant shall be provided with Technical bid**
3. Each Bidder must enclose
 - a) Certified Copies of Income Tax Returns for the last 5 (Five) years duly audited by Chartered Accountant including his audit report. CA shall certify the true copy in original.
 - b) Turnover certificate of Last 5 Years certified by Chartered Accountant in Original.
 - c) An affidavit that all the information furnished with the pre-qualification document is correct in all respects (Draft format of Affidavit is provided in the tender document).
4. The Bidder should have valid GST. Copies of latest GST returns filed with Sales Tax Dept. along with a certificate of the Bidder that these returns have been filed with the Sales Tax Dept.
5. The bidder should have valid ESIC registration Certificate. A self certified copy must be submitted.

6. The bidder should be registered with the Commissioner, Provident Fund if he has 10 or more than 10 persons in his employment and should submit copy of the registration along with the Technical bid.. If registration is applicable and bidder is not registered then bidder will submit affidavit to get registered with the Commissioner , Provident Fund before signing the agreement. If the bidder fails to submit the PF registration certificate before signing the agreement, FSCL reserve the right to cancel the bid. In case the bidder has less than 10 persons in his employment, he shall submit an affidavit to this effect in lieu of such registration.
7. Even though the Bidder meets the above qualifying criteria, he is subject to be disqualified if he has;
 - a) Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.And/ Or
 - b) A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or Financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

Chief Executive Officer
Faridabad Smart City Limited
Faridabad HR

General Terms and Conditions for E-tendering:

1. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders as per the conditions given in ITB.
4. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
5. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
6. The offer will remain valid up to 180 days from the due date of submission of tenders.
7. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months

SECTION 2: INSTRUCTIONS TO BIDDERS/Tenderers (ITB/ITT)

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General

1. Broad Scope of Tender

The Faridabad Smart City Limited (abbreviated as 'FSCL' and Referred to as the 'Employer' in these documents) invites Unit Rate Tenders from eligible Bidders for the Works as defined as "**Transplantation of Trees in Faridabad Smart City Area**" in this document and referred to as "the Works").

The detailed Scope of Works and the Drawings can be referred at Section 7 and Annexure F of this document.

2. **Eligible Bidders:** shall be as defined in Section 1.
3. **Qualification of the Bidder:** shall be as defined in Section 1.
4. One Tender per Bidder: Each Bidder shall submit only one Tender for the Project. A Bidder who submits or participates in more than one Tender (other than as a Sub Bidder or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Bidder's Participation to be disqualified.
5. **Cost of Tendering:** The Bidder shall bear all Costs associated with the Preparation and Submission of his Tender and the Employer will in no case be Responsible and Liable for those Costs.
6. **Site Visit:** The Bidder, at his own Responsibility and Risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all Information that may be necessary for preparing the Tender and entering into a Contract for construction and execution of the Works. The cost of visiting the site shall be at the Bidder's own expense.

A. Tender Documents

7. Content of Tender Documents

The Set of Tender Documents shall have all the Sections given in 'Contents' of this document.

8. Clarification of Tender Documents

A prospective Bidder requiring any clarification of the Tender Documents may present himself with his queries in the pre-bid meeting as detailed in the N.I.T. or send the same at the address/email indicated in the bid document so that these may reach the Authority before the date and time mentioned under KEY DATES.

9. Amendment of Tender Document

- 9.1. Before the Deadline for Submission of Tenders, the Employer may modify the Tender Document by issuing Addenda.
- 9.2. Any Addendum thus issued shall be part of the Tender Documents and shall be updated on the website and **NOT** communicated in writing to any purchaser of the Tender Document. To give Prospective Bidders reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer may extend, as necessary, the Deadline for **Submission of Tenders, in accordance with S. No. 16 below.**

B. Preparation of Tenders

10. Documents Comprising the Tender

Only Technical Proposal shall be submitted both physically (hard Copy) as well as online. **FINANCIAL PROPOSAL SHALL BE SUBMITTED ONLINE ONLY.** The hard Copy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain the Documents as follows.

Envelope A:

- i) **Earnest Money Deposit Receipt:** The Bidder shall make the Earnest Money Deposit **Rs. 22,000** in favour of Chief Executive Officer, Faridabad Smart City Limited and may be in one of the following forms:
 - a. Receipt in challan of cash deposit in the Govt. Treasury in Haryana.
 - b. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
 - c. Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.
 - d. Bank Guarantee from any scheduled Indian bank, in the format given.

e. Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope).

ii) Letter of EMD (Envelope A)

iii) Pre Contract Integrity Pact duly signed (On Rs 100 Non judicial stamp Paper, duly Notarized)

Envelope B:

Letter of Technical Bid (Envelop B- as per format given in Page 14.)

Pre-Qualification Information as per Formats given in Section-1: Pre-qualification document.

Any other information required for completing and submitting the tender by Bidders in accordance with these Instructions.

The Documents Listed under Sections - 1 shall be filled and submitted in without exception.

11. Tender Prices

11.1. The Contract shall be for the Whole Works as described in General Scope of Works clause 1.0 and its Sub Clause 1.1.

11.2. The Unit Rate Price shall be inclusive of all taxes including Goods and Service Tax (GST) as applicable by the law The Unit rates quoted by the bidders shall include Goods and Service tax. The quoted rate shall therefore be including the Goods and Service tax and other taxes & Duties, such as Labour Cess, Royalties, etc. imposed by the Government (State or Central)] and other Levies payable by the Bidder under the contract or for any other cause. FSCL will not be responsible for changes in any of the tax rates.

11.3. The Lump sum Price quoted by the Bidder shall be subject to adjustment during the Performance of the Contract in Accordance with the Provisions of the General Conditions of Contract.

12. Tender Validity

12.1. Tenders shall remain valid for a period not **less than 180 days** after the Deadline Date for Tender Submission specified in Clause - 16. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive. In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Bidders may extend the Period of Validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting his Earnest Money Deposit. A Bidder agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause - 13 in all respects.

13. Earnest Money Deposit

13.1. The Bidder shall make the Earnest Money Deposit Rs. **22,000** in favour of Chief Executive Officer, Faridabad Smart City Limited and may be in one of the following forms :

- a. Receipt in challan of cash deposit in the Govt. Treasury in Haryana
- b. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
- c. Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.
- d. Bank Guarantee from any scheduled Indian bank, in the format given.
- e. Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

The bidder shall upload the scan copy of EMD document in the E-Procurement Portal along with Technical Bid and Original copy along with physical submission in a separate, sealed envelope)

13.2. Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated in Sub Clause 13.1 above shall be rejected by the Employer as Non Responsive.

13.3. The Earnest Money Deposit of unsuccessful Bidders shall be returned within 30 days of the end of the Tender Validity Period specified in Sub Clause 12.1

13.4. The Earnest Money Deposit of successful Bidders shall be returned after production of Performance Security and signing of Agreement

13.5. The Earnest Money Deposit made by a Bidder may be forfeited:

- (a) If the Bidder withdraws the Tender after Tender Opening or during the Period of Tender Validity;
- (b) If the Bidder does not accept the Correction of the Tender Price, pursuant to Clause 23; or
- (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to execute the Agreement with the FSCL for works under this bid.

14. Format and signing of Tender:

14.1. The tendering system for the work comprises three stages

- (i) EMD
- (ii) Technical Bid [Eligibility qualification]
- (iii) Online Financial Bid.

The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – A & B, as detailed above, manually within specified time and date at the address given below.

**Chief Executive Officer,
Faridabad Smart City Limited
Nain Sadan, 3rd Floor, Plot No. 35
Sector 20A, Behind EF3 Mall
Near Old Faridabad Metro Station
Faridabad - 121001(Haryana)**

14.2. In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender as described in Clause - 10 of these Instructions to Bidders. Bidders shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

14.3. Stage III - SUBMISSION OF ONLINE FINANCIAL BID. (DO NOT SUBMIT FINANCIAL PROPOSAL PHYSICALLY).

14.4. The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

C. Submission of Tenders

15. Procurement of Tenders

Tender Documents may be downloaded from the e procurement portal <https://haryanaeprocurement.gov.in> as indicated in the NIT

Bidders shall submit signed, complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physically (hard Copy) as well as online.

Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

The signed Proposal shall be marked "Original". The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at FSCL shall decide the one prevails.

If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

16. Deadline for Submission of the Tenders

16.1. As per KEY DATES given in tender notice.

16.2. The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause - 9, in which case all Rights and Obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1. Envelopes 'A & B' received by the Employer after the Deadline prescribed As per **KEY DATES** given in tender notice will **not** be accepted.

D. Tender Opening and Evaluation

18. Opening of Envelope 'A' [EMD] and Envelope 'B' of all Tenders and Evaluation to determine Qualified Bidders:-

18.1. The Employer shall open Envelope 'A' of all the Tenders received (except those received late), in the presence of the Bidders or their representatives who choose to attend such opening of Envelope 'A' of the Tender at 11.00 HOURS **ON 20.02.2019** at the office of the Chief Executive Officer, Faridabad Smart City Limited. In the event of the Specified Date of Tender Opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

18.2. The Bidders' Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity), will be announced by the Employer at the opening. Late Submission of EMD will be rejected, unopened (wherever Applicable).

18.3. Envelope 'B' [Qualification Information] only of those Bidders who have submitted all the documents prescribed in Envelope A and are found in order in all respects shall be opened for technical evaluation.

18.4. The Employer shall prepare Minutes of the Tender Opening, including the information disclosed to those present in accordance with Sub Clause - 18.3 (Wherever Applicable).

18.5. Online tender of other bidders shall be kept unopened.

18.6. The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause - 2; (b) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 10 and (c) meets the Minimum Qualification Criteria stipulated in ITT Clause – 3 (Section1). The Employer will draw out a List of Qualified Bidders and will intimate these Qualified Bidders.

19. Opening of online tender of Qualified Bidders and Evaluation.

19.1. The Employer will inform all the qualified Bidders the Time, Date and Venue fixed for the opening of online tender containing the Unit Rate financial offer. The Employer will open the online tender of Qualified Bidders at the Appointed Time and Date in the presence of the Bidders or their Representatives who choose to attend. In the event of the Specified Date of online Tender opening being declared a holiday for the Employer, Online Tender shall be opened at the appointed Time and Location on the next working day.

19.2. The Bidders names, the Tender Prices, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.

19.3. The Employer shall prepare Minutes of the Online Tender Opening, including the Information disclosed to those present in accordance with Sub Clause - 19.2.

20. Process to be Confidential

20.1. Information relating to the Examination, Clarification, Evaluation, and Comparison of Tenders and recommendations for the Award of a Contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the Award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

21. Clarification of Tenders Clarification of Tenders

21.1. To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause - 24.

21.2. Subject to Sub Clause 21.1, no Bidder shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

21.3. Any effort by the Bidder to influence the Employer in the employer's Tender Evaluation, Tender Comparison or contract award decisions may result in the rejection of the Bidders' Tender.

22. Examination of Tenders and Determination of Responsiveness

22.1. Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and (b) is substantially responsive to the requirements of the Tender Documents.

22.2. A Substantially responsive Tender is one which

- Confirms to all the conditions or criteria set in the pre-qualification criteria
- submission of all supporting documents indicated in Section 1,
- EMD, Transaction (Document Fee), Processing Fee, Pre Contract Integrity Pact (in prescribed format) are enclosed,
- All forms and annexures are enclosed.
- Bid Capacity is achieved.
- Terms Conditions and Specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's Rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Tenders.

22.3. If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

23. Correction of Errors

23.1. Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors.

23.2. The amount stated in the Tender will be adjusted by the Employer for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.4 (b).

24. Evaluation and Comparison of Tenders

24.1. The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause - 22.

24.2. In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any Correction for Errors pursuant to Clause - 23.

24.3. The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers and other factors, which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Tender Evaluation.

After Evaluation of the Price Analysis, the Employer may require that the amount of the Performance Security be increased at the expense of the Successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract.

E. Award of Contract

25. Award Criteria

25.1. Subject to Clause-26, the Employer will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Lump sum Tender Price, provided that such Bidder has been determined to be (a) Eligible in accordance with the Provisions of Clause - 2, and (b) Qualified in accordance with the Provisions of Clause - 3.

26. Employer's Right to accept any Tender and to reject any or All Tenders

26.1. Notwithstanding Clause - 25, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

27. Notification of Award and Signing of Agreement

27.1. The Bidder whose Tender has been accepted will be notified in writing of the award by the Chief Executive Officer prior to expiration of the Tender validity period. This written communication from the employer to the successful Bidder shall be termed as the "Letter of Acceptance". This Letter (hereinafter called the "Letter of Acceptance") will state the sum that the Chief Executive Officer will pay the Bidder in consideration of the execution and completion of the Works by the Bidder as prescribed by the Contract (herein after and in the Contract called the "Contract Price").

27.2. The Notification of award will constitute the formation of the Contract.

27.3. The Agreement will incorporate all Agreements between the Chief Executive Officer from FSCL and the successful Bidder. It will be kept ready for signature of the successful Bidder in the office of the Chief Executive Officer within 21 days following the notification of award along with the Letter of Acceptance. Within 7 days of Receipt, the successful Bidder will sign the Agreement and deliver it to the Chief Executive Officer, FSCL. The duration of the project will be considered from the date of issue of work order or date stipulated in the work order. The format of agreement as per **Annexure -D**

28. Performance Security : The successful bidder shall submit the performance security of 10% of Contract value before signing the agreement as per format given at **Annexure – A**. The Performance Security shall be release after successful completion of maintenance one year maintenance period.

29. Scope of Work - As per Annexure - F attached.

30. Payment schedule

i. After crown pruning , root running , root treatment , root ball making and packing of root ball -10%

ii. New pit creation & shifting of tree – 20%

iii. Tree implantation into the new pit complete – 50%

iv. After free maintainance of three months and survival of trees – 20%

31. Minimum 70% survival rate will be ensured by the contractor. If the survival rate is less than 70% , penalty at the rate of INR 15000.00 per dead tree shall be charged and the amount shall be recovered from the amount due to the contractor / Performance Guarantee .

32. Change in quantities

Change in quantities up to 25 per cent if required at site shall be executed without the change of initial Contract Price. The Engineer shall not allow the changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 per cent, except with the Prior approval of the Employer.

32. Damages to the existing infrastructure:

- a) During the contract period (Construction and Operation and Maintenance), the bidder shall be responsible for any damage caused to existing infrastructure like, trees, sewerage line, water pipelines, telephone lines, OFC cables, Gas lines or any utility lines etc. Upon request from FSCL or by himself, the bidder shall restore the damaged works immediately at his own cost to the satisfaction of the FSCL.
- c) The contractor will inform in writing if any Heritage Structure/Tree is found in the work area. After receipt of written confirmation or instruction from FSCL the contractor will take suitable action.
- d) In case of shifting or cutting of trees, prior permission has to obtain in writing from FSCL and all other relevant authorities. If the tree is cutted then it shall be the property of FSCL . The contractor shall deposit the same at the designated place shown by Engineer-In-Charge.

Annexure A to E

Annexure A:

(Irrevocable Bank Guarantee Bond) (GUARANTEE BOND)

(In lieu of performance Security Deposit) (To be used by approved Scheduled bank)

PERFORMANCE BANK GUARANTEE

To

Faridabad Smart City Limited, B K Chowk, NIT,
Faridabad, Haryana - 121001

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Tender No. _____ dated _____ to execute _____ [name of Tender and brief description of Works] (hereinafter called " the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor 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 guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

**ANNEXURE - B
FORMAT FOR LETTER OF AWARD**

From

Chief Executive Officer,
Faridabad Smart City Limited
Faridabad.

To

(Name & Address of Contractor)
-----,

Memo No. -----

Dated: -----

Subject: *(Name of Work)- Letter of Awards.*

Reference: *Tender No. & Date.*

This is to notify you that in accordance to RFP Clause No. 25.1, your Bid dated.....for (Name of Work) @Rs. ----- *(In Words -----Only)*(The above rate is inclusive of GST) is hereby accepted by CEO, FSCCL. You are requested to sign a copy of the acceptance letter and forward to us.

You are hereby requested to furnish Performance Security, in the form and period detailed in terms of Clause 1 of GCC for an amount equivalent to *(Rs. In Figure-----)* within seven days of the receipt of this letter of acceptance and sign the agreement in accordance with clause 27.3 of ITB , failing which action as stated in clause 13.5 of ITB will be taken.

The tender has been accepted subject to the Scope of services and terms & conditions indicated in the RFP.

Deputy General Manager
For: Chief Executive Officer,
Faridabad Smart City Limited

Copy to:-
All concerns

ANNEXURE - C

BID SECURITY - EMD (BANK GUARANTEE)

WHEREAS, _____ [NAME OF BIDDER] (hereinafter called “the Bidder”) has submitted his Bid dated _____ [date] for the work of _____ [name of Contract hereinafter called “the Bid”].

KNOW ALL PEOPLE by these presents that We _____

[name of Bank] of _____ [name of country] having our registered office at _____ [name of Employer] (hereinafter called “the Employer”) in the sum of _____ * for which payment well and truly to be made to the said employer the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of _____, 2018 THE CONDITIONS of this obligation are;

If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid .

OR

If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

fails or refuses to execute the form of Agreement in accordance with the Instructions to Bidders, if required; or

fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

does not accept the correction of the Bid Price pursuant to Clause 23.

We undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids or such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 13.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the employer before the Bidding documents are issued.

Signaturer of Tenderer

ANNEXURE - D
FORMAT FOR AGREEMENT

This agreement entered into on this the ____ day of _____, 2018 at Faridabad between Faridabad Smart City Limited (FSCL) a Special Purpose Vehicle which was incorporated on Twentieth day of September Two Thousand sixteen under the Companies Act, 2013 and represented by its Board of Directors (hereinafter referred to as “the Employer” which expression shall mean and include, wherever the context so requires or admits, its assigns, nominees, successors-in-interest and administrators)

And:

(Name of the Bidder) having its registered office *(Address of Bidder)* represented here in by its Authorised Signatory *(Name and Address)* (hereinafter referred to as “the Contractor”, which expression shall mean and include, wherever the context so requires or admits, its successors-in-interest, administrators and executors)

WHEREAS the Employer is desirous that the Contractor execute works “Construction of Smart Park with operation and maintenance of 5 years including with a Defect Liability Period of Two Years” as specified in the Contract Document /RFP(hereinafter called “the Works”) at a cost of INR *(In words.....Only)* (Rs. *In Figure*). The rates quoted by the Contractor shall be deemed to be inclusive of the GST and other levies, royalty, Labour Cess, Toll Tax, if any, that the Contractor will have to pay for the performance of the Contract, together with all general risks, liabilities and obligations set out or implied in the Contract. The duration of the work will be *(Duration)* months including rainy season from the date of issue of work order or date stipulated in the work order.

NOW THIS AGREEMENT WITNESSTH as follows:

- 1 In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract including all the documents which shall be deemed to form and be ready and construed as part of this Contract Agreement hereinafter referred to.
- 2 In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein conformity in all aspects with the provisions of the contract.
- 3 The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 4 The Contractor shall perform all the works specified in the Contract Document/ Tender within the stipulated time period and shall ensure the compliance of labour legislation, environment laws and all other applicable laws.
- 5 The following documents shall be deemed to form and be ready and construed as part of this Contract Agreement viz.
 - i) Letter of Acceptance
 - ii) Contractor/s Bid as quoted

- iii) RFP documents including conditions of contract (General and Special), Drawing and Specifications, Bill of Quantities, all corrigendum and pre-bid responses, etc. and
- iv) Any other document listed in the RFP.
- v) All the correspondence exchanged, if any between the Employer and the Contractor after receipt of bids till signing of agreement.

- 6 The bidder shall indemnify the FSCL and its Project Management Consultant staff on all accounts from all aspects while performing the scope of services of this project.
- 7 Any amendment and/or modifications to this agreement shall be valid and binding on either party, only if such amendment/modification is mutually agreed to in writing and executed by both parties.
- 8 If any provision contained herein should be held unlawful, becomes incapable of performance by either party, is rendered void or unenforceable for any reason, that provision shall be severed from this agreement and the other provisions shall continue to be valid and performed, as if the severed provision was never a part of this agreement.
- 9 If any provision is not contained herein or in tender document specifically, the same shall be dealt with in accordance with the decision of the Employer and binding on either party.

10 NOTICES

All notices required to be given under this agreement shall be deemed to be sufficiently given if they are forwarded by registered post A.D./hand delivery with acknowledgment to:

The Chief Executive Officer,
Faridabad Smart City Limited
 Nain Sadan, 3rd Floor, Plot No. 35
 Sector 20 A, Behind EF3 Mall
 Near Old Faridabad Metro Station
 Faridabad – 121 001
 Haryana.
Email : faridabadsmartcitylimited@gmail.com

The Contractor at:

Name and Address of contractor

- 11 This agreement shall be constructed and interpreted in accordance with the laws of India. The courts at Faridabad alone, to the exclusion of all other courts elsewhere in India, shall have jurisdiction to try any dispute arising out of this Agreement.

THE ORIGINAL OF THIS AGREEMENT SHALL BE WITH THE Employer AND THE SIGNED DUPLICATE OR XEROX COPY OF THE AGREEMENT SHALL BE HANDED OVER TO THE CONTRACTOR.

In witness where of the parties hereto have here unto set their hands the day year first above written.

Signature

Deputy General Manager
For Chief Executive Officer,
Faridabad Smart City Limited

Signed and delivered by the CEO FSCL by the hands of (Name of the signatory), and Constituted attorney in the presence of

1.

2.

Signature
Authorised
Signatory(*Name*)

For M/s (Name of Contractor)

Signed and delivered by the hands of (*Name*), Authorised Signatory of (M/s Name of Contractor) in the presence of

1.

2.

ANNEXURE-E

Affidavit

I,.....S/o.....Aged.....
.....years.....(Address.....
.....)
.....)

(For and on behalf of), do here
by and herewith solemnly affirm / state on oath that: -

1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief

2. I/We have not suppressed or omitted any required/relevant information.

3. I/We is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

4. I/We hereby authorize the Faridabad Smart City Limited, Faridabad Officials to get all the documents submitted verified from appropriate source(s).

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

Annexure - F

SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS

I GENERAL SCOPE

The purpose of this Transplanting Specification is to ensure the contractor adheres to the best practices during the transplantation of the existing planting material from the areas as indicated by FSCL's Representative.

Quantities for Lump Sum Price: The Contractor shall provide sufficient quantities for materials needed to complete the work.

OR

Quantities for Unit Price: The unit price for the quantities shall remain as the Contract unit rate for said work.

II SCOPE OF WORK

1. The Contractor shall transplant the planting material from **MCF** areas as directed by FSCL's Representative, and containerize or replant the same in the project areas as guided by him. Any items that are not specified but are normally required to conform to such intent are considered part of the scope of works. MCF reserves the right to make reasonable field adjustment to ensure proper implementation of the said work.
2. The works under this Section includes but is not limited to the following:
 - 2.1 Survey to be conducted.
 - 2.2 Clearing and grubbing existing wild vegetation.
 - 2.3 Supply of good quality topsoil for soil mix preparation and backfilling. Soil shall be used from BIAL premises.
 - 2.4 Preparation of plant material for transplantation.
 - 2.5 Transportation and Transplantation of planting material on new location.
 - 2.6 Containerizing of transplanted plant materials.
 - 2.7 Supply of other landscape materials including staking /guying etc.
 - 2.8 Weed control after transplanting till handover.
 - 2.9 Attendance to defects during defects liability/maintenance period.
 - 2.10 Housekeeping & disposal of debris (On and off site).
 - 2.11 Establishing and maintaining quality assurance, health & safety norms.
- 3 **Transportation and Storage of transplanted plant material**
The Contractor shall protect transplanted planting material in transit and after delivery to the plantation site/nursery. Care shall be taken to cover the branches of planting material with light weight netting.

III EXECUTION

1 PREPARATION OF PLANT MATERIAL

Upon receiving approval from the FSCL's Representative, the Contractor shall prepare the planting material to be transplanted to the new site/Nursery and replant them on location designated by FSCL's Representative.

- 1.1 The Contractor shall remove approximately 1/3 of the secondary branches in such a way to preserve the natural character of the tree. Only clean and sharp tools shall be used. Cuts shall be smooth with no tearing or ripping of the bark. All dead and broken branches shall be removed.
- 1.2 The diameter of the excavated root system or soil ball should be five times the diameter of the base of the tree trunk, but not less than 40 centimetres. The depth of the excavation should be 2/3 of the soil ball's diameter, but not shallower than 25 centimetres. The depth of the soil ball should include multiple root systems. For slow growing plants or big trees being transplanted in the non-growing season (i.e. weakly growing trees or transplantation during inappropriate season), the size of the soil ball should be increased accordingly.
- 1.3 Roots must be trimmed before transplanting. Set up temporary supports before trimming. Perform excavation and trimming in stages. The root-cutting diameter should be 10 centimetres less than the planned root ball. The roots should be trimmed one after another, in a circular pattern with the trunk as the core. The wounds of the exposed roots must be smoothed. Root trimming is normally performed in spring, before new shoots start to grow, but can also be performed in summer when the part above the ground stops growing or before the leaf falling season in autumn.
- 1.4 Wrap the soil ball with biodegradable materials, and then with large mesh wire netting to maintain its stability.
- 1.5 The Contractor shall mark circle around the tree of the root ball diameter as much as the root ball size as indicated above. A circular trench 400mm wide and 1500mm deep around the tree shall be cut.
- 1.6 When trenching, only clean sharp cutting tools shall be used. All ends of the roots shall be severed cleanly.
- 1.7 The root ball area shall be drenched with a mild fungicide once every week.

2 Wrapping and Transporting

- a. After being excavated, the tree trunk should be wrapped with protective materials (e.g. sackcloth, canvas). During transporting the tree to the new destination, cushions should be placed between the tree and the body of the vehicle, to avoid damaging the branches. Fasten the tree with ropes for safety's sake, regardless of how far it is being transported.
- b. Be gentle while loading, unloading, and handling, and avoid dragging while transporting. Ensure there are no damage to the soil ball, and no scratching and splitting of the root system. The tree should be kept intact without injuries to its root system, trunk and crown.
- c. Keep the trees being transported properly moistened, sheltered and protected from wind, strong sunlight, rain, cold weather and theft.
- d. While transporting, loading and unloading, follow traffic safety guidelines, with warning signs erected to alert passing vehicles and pedestrians.

3 TRANSPLANTATION

For the plant material which needs to be immediately transplanted on new location, the below mentioned steps would be followed.

- 3.1 Mark the planting site with the Engineer in advance. Start digging only after confirmation. The size of the excavation should be double that of the soil ball, or at least 30 centimetres wider than its diameter, while the hole should be 15-20 centimetres deeper than the root ball. After digging, apply organic or other types of fertilizers to the base of the hole to facilitate root growth, and replace the existing soil with new soil. The backfilled soil should comprise 40% yellow soil, 20% pond silt, 10% organic fertilizers, 10% peat soil, 20% pumice and 0.1% moisturiser. There should not be any rocks or impurities larger than 1 centimetre in diameter in the soil.
- 3.2 The transplantation process including excavation, transporting and planting should be completed within the same day. Shorter transplantation time can provide better conditions for the survival of seedlings. When encountering adverse weather, apply temporary measures to protect the soil ball and the planting hole, install sheltering facilities and, if necessary, water the tree to prevent injury or withering.
- 3.3 Before planting, place a ventilation bag on each of the four sides of the hole (Dimensions of ventilation bag: 12-15 centimetres in diameter, 1 metre in length; fillings comprising perlite, with a diameter of more than 1 centimetre). While planting, remove the wrapping materials around the soil ball, gently put the tree into the hole, and keep the trunk upright. Refill the soil surrounding the root ball, water the tree three times, compact the soil with wooden stick to enhance contact with the root system, & build a "soil wall" around the tree to retain water.
- 3.4 Install supporting structures immediately after planting, to prevent tree leaning. Structures of less than 20 centimetres in diameter should be made up of materials of at least 5 centimetres in diameter, while structures of over 20 centimetres in diameter should be made up of materials of at least 10 centimetres in diameter, and they should be firmly pressed at least 4 inches into the soil. Protect the parts where the trunk is in contact with the structures with thick soft materials (such as plastic or fabrics), to avoid injuries to the bark. Fasten the tree with ropes.
- 3.5 Water the tree immediately after transplanting, and water again after 2-3 days, and then again after one week. Keep it well watered each time, to ensure sufficient water at the base of the soil ball. Meanwhile, wrap the main trunk and the first and second main branches with straw ropes or soft moist materials.

4 Maintenance after transplanting

- a. Keep the tree well maintained by professional horticulturists. Take care of the tree with the following measures, according to individual conditions:
- b. In summer, build a shelter to protect the tree, and spray the tree crown and trunk with water to keep them moist. Protect the tree against cold weather in winter by installing a wind screen and applying other winter-proof measures.
- c. Apply foliar fertilizers after transplanting when appropriate.
- d. Constantly keep the soil moist after transplanting. Beware of water logging and drain excess water in time. During the maintenance period, avoid watering at noon when the weather is hot.

- e. Keep the tree free from pests. While refilling the soil, add pesticide if needed, and trim away branches which are withered or infected by diseases.
- f. The Engineer reserves the right to request compensation regarding death or weakening of trees caused by negligence in following the guidelines, including the costs of replacing with trees of the same species and specifications. The party responsible for replacing the trees shall also provide twelve month maintenance scheme, to ensure the trees' survival, and shall be liable for replacing dead or poorly grown replanted trees.
- g. The Contractor shall maintain records of maintenance procedures including manpower, description of tasks, fertilizers, irrigation, etc. These records shall be submitted to the FSCL's Representative upon completion of formal maintenance period.

Safety Guidelines

m

The Contractor shall ensure a safe environment on the landscape area at all times. All safety provisions shall be properly maintained. All safety precautions and requirements shall be strictly complied with at all times as mentioned in "LANDSCAPING WORKS SAFETY STANDARDS".

- a. Appropriate Personal Protective Equipment (PPE) shall be supplied and maintained for all workers. Minimum PPE shall include a hi-visibility jacket, safety shoes, and gloves.
- b. Supervisors shall undertake a pre-inspection of roadside landscaping works to assess risks, if any.
- c. Vehicles shall be parked off the roadway so as not to obstruct driver's view of the presence of workers. Vehicles shall not, under any circumstances, be driven against the normal flow of traffic.
- d. Any vehicles used for landscaping should be registered, roadworthy and well maintained including PUC compliance.
- e. Carting material from one site to another to be under taken in such a manner as to cause minimum amount of pollution.
- f. Supervisors should meet the workers and instruct them about the safety aspects of the day's activities prior to commencement of work.
- g. Particular attention and planning is to be given to ensuring that landscaping works does not impede vehicle flow.
- h. Consideration needs to be given to the provision of traffic control/security staff where the work or the location requires the obstruction of the normal roadway.
- i. 10% of the workforce/supervisors are to be trained in first aid: Establish and train supervisors in procedures for the rapid acquisition of emergency works in the event of an accident.
- j. No landscaping or building materials are to be stockpiled or unloaded onto the road surface except while being moved into the work area, and then only when barricaded and signposted with reflective warning signs.
- k. Night works shall be properly and adequately lit. Attention should be given to ensure the lighting does not dazzle vehicle traffic.
 - o All accidents, serious incidents and near misses are to be reported to FSCL's s Representative.
 - o Ass works shall be closely supervised by the Contractor's Representative.
 - o The Contractor has to be submit safety plan against the work to be executed.
- a. ~~From 10/05/2019 onwards, all works shall be carried out in accordance with the safety guidelines and standards mentioned in the contract documents.~~

- l. Demolition: Before any demolition work is commenced and also during the process of the work:-
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator of the Contractor, shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
 - d. All demolition material to be transported by covered means to allocated site.
 - e. Demolition work should be under taken in such a manner as to cause minimum amount of pollution.

All necessary personal safety equipment as considered adequate by FSCL shall be available for use of the persons employed on the Site, and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned, including:

- a. Those engaged in handling any material, which is injurious to eyes, should be provided with protective goggles.
- b. Those engaged in welding works shall be provided with welder's protective eye-shields.
- c. Suitable face masks and hand gloves shall be supplied for use by the workers, when chemicals are being mixed or sprayed.

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

- 1 These shall be of good mechanical constructions, sound material and adequate strength, and free from patent defects, and shall be kept in good repair and in good working order.
- 2 Every rope used in hoisting or lowering materials, or as a means of suspension, shall be of durable quality and adequate strength and free from patent defects.
- 3 Every crane driver or hoisting appliance operator shall be properly qualified, and no person under the age of 21 years shall be in-charge of any hoisting machine.
- 4 In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which, it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above, in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
- 5 As regards the Contractor's machines, the Contractor shall notify safe working load of each machine, to FSCL's Representative, whenever the Contractor brings it to the Site, and get it verified by the FSCL's Representative.

- 6 Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When the workers are employed on electrical installations, which are already energized, insulating mats, working apparel such as, gloves, sleeves and boots, as may be necessary shall be provided. The workers shall not wear any ring, watches and carry-key or other material, which is a good conductor of electricity.
- 7 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition, and no scaffold, ladders or equipment shall be altered or removed while it is in use.
- 8 These safety provisions shall be brought to the notice of all concerned, by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code, shall be named therein by the Contractor.
- 9 To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the FSCL's Representative, & the Inspecting Officers as defined in the Contractor's Labor Regulations.
- 10 The Contractor is responsible to protect and maintain the areas of intermediate completed work from damages of the surface due to movement of operational vehicles / manpower or construction equipment, if any.
- 11 All chemicals, pesticides, fungicides to be handled with care and register to be maintained for how empty containers/ cans/ bottles are disposed.
- 12 Provision for drinking water, hand washing and toilet arrangement's to be provided to workers.

SCHEDULE OF QUANTITIES AND PRICING

1. QUANTITIES & PRICING

The prices set forth herewith in 'Schedule of Quantities and Pricing' shall remain firm in respect of all Work performed and services provided to satisfactorily complete the work as described in this Contract.

Contractor agrees that payment in accordance with the prices set forth herein in shall constitute full payment for performance of Work and shall cover all costs of whatever nature incurred by Contractor in accomplishing the Work in accordance with the provisions of the Contract, unless otherwise specified.

SCHEDULE OF QUANTITIES & PRICES FOR TRANSPLANTATION OF TREES AT NSPR AREA

The Schedule of Quantities and Prices for the Contract are attached in excel sheets are as follows:

Item-Description	Item- Specification	Tree Girth & Number	Per Unit rate	Total Amount
Transplanting of Trees belongs to Ficus genus, Alastonia (Alstonia scholaris), Gulmohar (Delonix regia, Papri (Holoptelea integrifolia), Marorphali (Helicteres isora), Sausage Tree (Kigelia Africana) and etc.	Transportation and Trees including excavation, bar lapping, lifting, loading, transportation and Transplanting. Digging pits, manure or sludge, sand, fertilizer, growth hormone/rootex/bio fertilizer, guying, flooding with water, dressing including removal of rubbish and surplus earth, with three months free maintenance including weeding, watering, spraying, guying and Fertilizer application. Maintenance period will be starting after Transplantation of Tree.	30-60 c.m.	18	
		60-120 c.m.	20	
		120-180 c.m.	17	
		180 -240 cm.	5	
Maintenance	For TWELVE month sfter free maintenance of three months as stated above			
Tax				

Total				
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