

# Kota Smart City Limited



## National Competitive Bid (NCB)

**Bid Reference No: 3/2017-18**

## Bidding Document for

'Supply, Installation and Maintenance of High Density Living Green

Walls in KOTA

Kota Smart City

**Project Cost Rs 119.00Lacs.**

---

### **Chief Executive Officer**

Kota Smart City Limited,

Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007

Tel: 0744-2502293 | Fax: 0744-2501282, E-mail: ksclkota@gmail.com

**KOTA SMART CITY LIMITED**  
(An initiative of GoI, GoR & ULB)



CIN: U75232RJ2016SGC056440  
Tel: 0744-2502293 | Fax: 0744-2501282  
E-mail : ksclkota@gmail.com  
nnkota@gmail.com

**Chief Executive Officer**

Kota Smart City Limited,  
Rajeev Gandhi Bhawan, Block-A,  
Dussehra Maidan, Kota, Rajasthan, 324007  
Tel: 0744-2502293 | Fax: 0744-2501282,  
E-mail : ksclkota@gmail.com

No :-

Date :

**NIB No. 3/2017-18**

**Notice inviting on line bids for Supply, Installation and Maintenance of High Density Living Green Walls in KOTA City.**

Kota Smart City Limited, KSCL Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended upto date and under National Competitive Bidding (NCB) with Single Stage - two envelope Bidding procedure for following works.

S. No.	Name of Work	Estimated Cost (Rs. In Lacs)	Earnest Money (Rs.)	Tender Fee	Period of completion
				Processing Fee pay to M.D. RISL, Jaipur	
1	Supply, Installation and Maintenance of High Density Living Green Walls in KOTA Kota Smart City	119	238000	1000/- & 1,000/- Processing Fee	06 Months

- Detailed NIT & Bid Documents can be seen at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in> and may be downloaded free of cost from <http://eproc.rajasthan.gov.in>
- Any subsequent addendum/corrigendum shall be published only at the websites <http://sppp.raj.nic.in> & <http://eproc.rajasthan.gov.in>

**(Rohit Gupta, IAS)**  
Chief Executive Officer  
Kota Smart City Limited

Copy to following for information:

- PS to Principal Secretary, LSGD, GOR, Jaipur and Chairman, KSCL, Kota
- Mayor, NNK & Vice Chairman, KSCL,
- Chairman UIT and Vice Chairman, KSCL, kota
- PA to CEO, KSCL, Kota.
- PA to ACEO, KSCL, Kota
- Director, NIUA, Delhi for publication on smart net.

7. Financial Advisor, KSCL, Kota
8. Superintending Engineer, KSCL, Kota.
9. Concerning Ex.En./A.En., KSCL, Kota.
10. Library Incharge NNK, Kota for vide publicity in state and national level paper.
11. Notice board.,

**Superintending Engineer,  
Kota Smart City Ltd.**

# KOTA SMART CITY LIMITED

(An initiative of GoI, GoR & ULB)



CIN: U75232RJ2016SGC056440

Tel: 0744-2502293 | Fax: 0744-2501282

E-mail : ksclkota@gmail.com  
nnkota@gmail.com

## Chief Executive Officer

Kota Smart City Limited,  
Rajeev Gandhi Bhawan, Block-A,  
Dussehra Maidan, Kota, Rajasthan, 324007  
Tel: 0744-2502293 | Fax: 0744-2501282,  
E-mail : ksclkota@gmail.com

No :-

Date :-

## **DETAILED NIB**

**NIB No.2/2017-18**

### **Notice inviting on line bids for Supply, Installation and Maintenance of High Density Living Green Walls in KOTA City.**

KSCL, Kota invites online unconditional bids through e-procurement portal <http://eproc.rajasthan.gov.in> from eligible bidders.

Bidding will be conducted through procedures in accordance with the RTPP Act 2012 and RTPP Rules 2013, amended upto date and under National Competitive Bidding with Single Stage -two envelopes bidding procedure with prequalification filter and are open to all national Bidders.

Name & Address of the Procuring Entity	Chief Executive Officer Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007
Subject Matter of Procurement	Notice inviting on line bids for 'Supply, Installation and Maintenance of High Density Living Green Walls in KOTA City ,
Period of completion of physical works for each package	6 Months
Bid Procedure	Single-stage: Two Part (envelope) open competitive e Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	Least Cost based selection
Eligibility Criteria	As detailed in bid documents
Websites for downloading Bidding Document	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a> <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Fees	Bidding document fee (Non-Refundable): Rs. 1000/- (Rupees Twenty Thousand only) in Cash/Demand Draft drawn on any Scheduled/ Commercial Bank in favour of "CEO, Kota Smart City Limited" payable at "Kota". Tender Processing Fee (Non-Refundable): Rs.1000/- (Rupees One Thousand only) in Demand Draft drawn on any Scheduled/Commercial Bank in favour of "Managing Director, RISL" payable at "Jaipur".

Estimated Procurement Cost	Rs 119.00 Lacs (one crore nineteen lacs) only.
Earnest Money Deposit(EMD) and Mode of Payment	Rs 238000/-(two lacs thirty eight lacs only)   Mode of Payment: Banker's Cheque/Demand Draft drawn on any Scheduled Commercial Bank or Bank Guarantee as per Bid document.
Period of on-line availability of Bidding Documents (Start / End Date)	Start Date :- From: 8.08.2017, 11:00 AM
	End Date: - Till 06:00 PM of 6.09.2017
Pre-bid Meeting	Date/ Time 24.08.2017 at 3:00 PM. Place: Conference Hall 2 <sup>nd</sup> Floor, Kota Smart City Limited, Rajeev Gandhi Bhawan, Block-A, Dussehra Maidan, Kota, Rajasthan, 324007
Manner, Start Date for submission of Bids	Manner: Online at e Proc website ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ) Start Date: 26.08.2017 (up to 11:00 A.M.)
Manner, End Date for submission of Bids	Manner: Online at e Proc website ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ) End Date: 6.09.2017 (up to 06:00 P.M.)
Submission of original Banker's Cheque/ Demand Draft for Bid Document cost, Earnest Money, Bid Processing Fee & other documents listed herein after	upto 7.09.2017 till 03:00PM
Date & Time of Technical Bid Opening	Date: 7.09.2017 Time: 04:00 PM.
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

**Note:**

- 1) Bidders (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD / Banker's Cheques / BG (if applicable) for Bid Document Fees, RISL Processing Fees and Earnest Money should be submitted physically in original at the office of Kota Smart City Limited Kota by time and date mentioned above as prescribed in bid document and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In addition to above, the following original documents should also be submitted physically in the Kota Smart City Limited Kota office by time and date mentioned above and scanned copies of same should also be uploaded along with the technical Bid/ cover:
  - i. Letter of Technical Bid
  - ii. Power of Attorney for appointing authorized representative
  - iii. Joint Venture Agreement.
- 3) Any subsequent addendum/corrigendum shall be published only at the websites [sppp.raj.nic.in](http://sppp.raj.nic.in) & <http://eproc.rajasthan.gov.in> and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
- 4) Before electronically submitting the bids, it should be ensured that all the bid documents including conditions of contract are digitally signed by the bidder.
- 5) Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11<sup>th</sup> hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems
- 6) All the prospective bidders are encouraged to participate in the pre-bid meeting and it is advised that the work sites are visited and bid documents are studied thoroughly.
- 7) The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
- 8) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 9) No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
- 10) The provisions of RTPP Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.**

Chief Executive Officer  
Kota Smart City limited.  
Kota, Rajasthan

**Kota Smart City Limited**  
**(KSCL)**

REQUEST FOR PROPOSAL

for

'Supply, Installation and Maintenance of High Density Living Green

Walls in KOTA

Kota Smart City

## **DISCLAIMER**

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of Kota Smart City Limited (KSCL) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for KSCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

KSCL, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of KSCL.

Intimation of discrepancies in the RFP, if any, should be given to the office of the KSCL immediately by the Bidder. If KSCL receives no written communication, it shall be deemed that the Bidders are satisfied that the RFP document is complete in all respects.

This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by KSCL to any other party. The terms on which the Project is to be developed and the right of the successful bidder shall be as set out in separate agreement contained herein. KSCL reserves the right to accept or reject any or all proposals without giving any reasons thereof. KSCL will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither Kota Smart City Limited , nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of KSCL or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the KSCL's decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof. This RFP may be withdrawn or cancelled by KSCL at any time without assigning any reasons thereof. KSCL further reserves the

right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

**Contents**

- 1. INTRODUCTION AND GENERAL INSTRUCTION ..... 1
  - 1.1. INTORDUCTION ..... 1
  - 1.2. GENERAL INSTRUCTIONS ..... 1
- 2. Scope of Work ..... 3
  - 2.1 GENERAL TERMS AND CONDITIONS ..... 3
  - 2.2 PAYMENT TERMS ..... 3
  - 2.3 ELIGIBILITY CRITERIA ..... 4
  - 2.4 VALIDITY OF BIDS ..... 5
  - 2.5 EVALUATION OF TECHNICAL BID ..... 5
- 3. EXECUTION OF WORKS ..... 6
  - 3.1 TRANSFER OF PROJECT WORK ..... 6
  - 3.2 INSTALLATION OF LIVING GREEN WALL ON STRONG FOUNDATION ..... 7
  - 3.3 TIME ALLOWED TO SUPPLY & INSTALL THE GREEN WALL ..... 7
  - 3.4 THE SPECIFICATIONS OF HIGH-DENSITY LIVING GREEN WALLS ..... 8
  - 3.5 MAINTENANCE, SAFETY AND SECURITY MEASURES ..... 8
  - 3.6 COMPREHENSIVE REPAIR AND PENALTY CLAUSE .....8
  - 3.7 ALTERATION AND RENOVATIONS ..... 9
- 4. TENDERING PROCEDURE AND SCHEDULE ..... 9
  - 4.1 PRE-BID MEETING ..... 9
  - 4.2 AMENDMENT OF RFP ..... 9
  - 4.3 PREPARATION AND SUBMISSION OF PROPOSAL ..... 10
  - 4.4 EARNEST MONEY DEPOSIT (EMD) ..... 10
  - 4.5 LANGUAGE AND CURRENCY ..... 11
  - 4.6 SEALING AND MARKING OF PROPOSALS ..... 11
  - 4.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS..... 12
  - 4.8 OPENING OF BIDS ..... 12
  - 4.9 EVALUATION OF PROPOSALS/ BIDS ..... 12
  - 4.10 CONFIDENTIALITY..... 13
  - 4.11 ACCEPTANCE OF THE OFFER ..... 13
  - 4.12 PERFORMANCE SECURITY ..... 14

4.13 EMD OF OTHER BIDDERS .....	14
4.14 TERMINATION OF CONTRACT .....	14
4.15 SETTLEMENT OF DISPUTES & ARBITRATION .....	15
4.16 NOTICES .....	16
<b>Table of Annexures</b>	
Annexure 1- Letter of Proposal and Interest .....	18
Annexure 2- GENERAL INFORMATION OF THE BIDDER .....	24
Annexure 3- QUALIFICATION AND ELIGIBILITY CRITERIA.....	24
Annexure 4-FINANCIAL CAPABILITY OF BIDDER .....	25
Annexure 5- MAINTENANCE STRATEGY AND MANPOWER DEPLOYMENT .....	26
Annexure 6-FORMAT FOR FINANCIAL PROPOSAL .....	27
Annexure 7- FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL .....	37
Annexure 8-Affidavit for not black listed .....	38
Annexure 9- Location High-Density Living Green Wall .....	39
Annexure 10- Compliance with the code of integrity and No Conflict of Interest .....	41
Annexure 11- Declaration by Bidder regarding Qualification .....	43
Annexure 12- Grievance Redressed during Procurement Process .....	44
Annexure 13- Additional Conditions of Contract .....	47

## DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Government of India Guideline or any other relevant law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order;

**"Bid"** shall mean Technical Bid and Financial Bid submitted by the Bidders, in response to this RFP, in accordance with the terms and conditions thereof;

**"Bidder"** for the purpose of the RFP, shall mean Bidding 'Company' (including its permitted successors and legal assigns subject to fulfilment to conditions given in 'RFP') or the lead Member of interested Bidding Consortium (including permitted successors and legal assigns of its Members subject to fulfilment of conditions given in 'RFP') which meets the Qualification Requirements/Eligibility Criteria as specified in the 'RFP' and has been allowed by KSCL based on its Response to 'RFP' for submission of Bid;

**"Bidding Company"** for the purpose of the RFP, shall refer to such single company (including its permitted successors and legal assigns subject to fulfilment of conditions as given in 'RFP') which meets the Qualification Requirements/eligibility criteria for submission of Bid;

**"Bidding Consortium" or "Consortium"** for the purpose of the RFP, shall refer to such group of companies (including its permitted successors and legal assign subject to fulfilment to conditions given in 'RFP') which meets the Qualification Requirements! Eligibility Criteria as specified in the 'RFP' and has been short-listed by KSCL based on its Response to 'RFP' for submission of Bid;

**"Bidding Guidelines"** shall mean the procedure! Methodology/prescribed herewith in RFP for calling the proposal, selection and finalization of successful bidder for carrying out agreement for execution of the project;

**"Bid Deadline"** shall mean the last date and time for submission of proposal in response to this RFP, specified herewith;

**"Change in Ownership"** shall mean change of ownership of the Bidder / Member in a Bidding Consortium by way of merger / acquisition /amalgamation/ reorganization /consolidation/ demerger;

**"Conflict to Interest"**: A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts the main position to have access to information about influence the Bid of another Bidder;

**"Performance Security"** shall have the meaning as the interest free Performance Security equivalent to 10% (Ten Percent) of total awarded amount for the project, in the form of Bank Guarantee/ Demand Draft from a Scheduled Bank in the Prescribed form herein and it has to be submitted within Seven Days from the day of issue of LoA, with the validity up to the end of the contract period.

**"Evaluation Committee"** shall mean the Sub-Committee constituted by the Chairperson, KSCL for carrying out the evaluation of Technical bid of the bidders as per the details elaborated in the RFP;

**"Financial Bid"** shall mean, the Bidder's Financial Quote for Green Wall item wise including the all Charges as defined herein the RFP and quote for Annual Maintenance Charges (hereafter called as 'KSCL') in the prescribed format given at Annexure - 6 of this RFP;

**"Fitness Equipment Provider" or "Contractor"** shall mean the successful bidder, who has to execute the Agreement to carry out the 'project' for *'Supply, Installation and Maintenance of High Density Living Green Walls in Kota '* as per the terms of the Agreement;

**"Lead Member of the Bidding Consortium" or "Lead Member"** shall have the meaning as the authorised / permitted member of the Consortium (including the permitted successor and Legal assigns of the member of the consortium) for fulfilment of conditions given in the RFP and submitting the proposal to KSCL as per this RFP;

**"Letter of Award" or "LoA"** shall mean the letter to be issued by KSCL to the successful Bidder, who has been identified as the Selected Bidder or prospected bidder after the process given in the RFP for awarding the project for execution;

**"KSCL"** shall mean Kota Smart City Limited or its authorized representative for carrying out the process for selection of 'Successful Bidder' or 'Selected Bidder' as defined in this RFP and to execute the Agreement to carry out *'Supply, Installation and Maintenance of High Density Living Green Walls in Kota '* as per terms of the agreement and RFP;

**"Project" or "The Project"** shall mean the execution of the work for *'Supply, Installation and Maintenance of High Density Living Green Walls in Kota Smart City'* as per terms of the agreement and RFP;

**"Successful Bidder" or "Selected Bidder"** shall mean the Bidder selected pursuant to this RFP for the work *'Supply, Installation and Maintenance of High Density Living Green Walls in Kota Smart City'* as per the terms of the RFP Documents;

## 1. INTRODUCTION AND GENERAL INSTRUCTION

### 1.1. INTRODUCTION

- 1.1.1. Kota Smart City Limited (KSCL) under implementation packages IP-3(1), Green Kota hereby invites the proposal from eligible bidders, as per the terms and conditions described elsewhere in this RFP document, with requisite financial, managerial and technical expertise and experience for 'Supply, Installation, Maintenance of Living Green Walls in Kota Smart City' at the designated location, on the highway, at the entrance to Kota city within Kota Municipal limits'.
- 1.1.2. This document outlines the overall scope of the Project, sets out the basic requirements for the proposal and provides the evaluation criteria to be used for the selection process for finding out the successful bidder and for awarding the project. The objectives of the RFP are to evaluate the Proponent's Experience, Technical Expertise, Project Methodology, Eligibility Criteria, Schedule-A, Annexure and Financial capability of the Bidder and to select the successful bidder for executing the work of 'Supply, Installation and Maintenance of Living Green Walls in Kota Smart City'.

### 1.2. GENERAL INSTRUCTIONS

- 1.2.1 The Bid document can also be downloaded from the official website <http://www.eproc.rajasthan.gov.in>. In case the document is downloaded, the cost of bid document i.e. Demand Draft/ Pay Order of Rs. 2000 [price of document Rs.1000/- (One Thousand only) + Process fee of Rs. 1000 (One Thousand only)] drawn in favour of "Managing Director, RISL" payable at "Jaipur". has to be submitted by the bidder to Kota Smart City Limited along with the submission of the bid.
- 1.2.2 The Bid Schedule is as under:

S. No.	Activity	Date and Time (IST)	Venue
01	Sale of the RFP From Document	8.08.2017 (11:00AM)	Online
02	Pre-Bid Meeting	24.08.2017(3:00PM)	KSCL, office
03	Receipt Queries	24.08.2017(After meeting)	KSCL, office
04	Date of submission of Bids	6.09.2017(6:00PM)	online
05	Date of Opening of Technical Bid	07.09.2017(4:00PM)	KSCL, office
06	Presentation & Proof of Concept		KSCL, office
07	Date of Opening of Financial Bids	Will be intimated	KSCL, office

- 1.2.4 All correspondence with respect to this RFP should have clearly marked on the top of envelope: "Supply, Installation, Maintenance of High-density Living Greens Walls in Kota Smart City"
- 1.2.5 The bidder must provide all the information as requested for in the RFP Document. Kota Smart City Limited reserves the right to reject any offer that does not contain all the information requested thereof.
- 1.2.6 Kota Smart City Limited shall not entertain any 'Post Submission Date communication' from the bidder with respect to the proposals. However, after the submission of the RFP document and other supporting documents by the bidder, Kota Smart City Limited reserves the right to call for additional information/clarifications from bidders, if needed. The bidders

should furnish such Requirements/information within such time as may be permitted by Kota Smart City Limited.

- 1.2.7 The bidder as a token of acceptance of all conditions, shall be required to sign with stamp on every page of the RFP Document including addendum/query (if any), other enclosures provided herewith as annexures and any other submissions by the bidder.
- 1.2.8 Bidders should familiarize themselves with the procedures and time frames required for fulfilling all formalities described in this RFP.
- 1.2.9 All Bidders are required to ensure compliance with all the information, instructions, standards and codes mentioned in this RFP.
- 1.2.10 A draft of the contract agreement to be entered with Kota Smart City Limited by the successful bidder for executing the project "*For Supply, Installation, Maintenance of High-density Living Greens Walls in Kota*" is given along with this RFP Document. The RFP, Technical Bid, Financial Bid, Minutes of Pre-Bid Conference and all subsequent communications with the bidders shall be part of the Agreement. Contract Agreement will be executed by the successful bidder after issue of the Letter of Award.
- 1.2.11 This document constitutes no form of commitment on the part of Kota Smart City Limited , whether in respect of the bidding process or otherwise. Furthermore, this RFP document confers neither the right, nor the expectation on any bidder to participate in the bidding process.
- 1.2.12 Kota Smart City Limited reserves the right to reject any or all of the bidders including the lowest bidder, if it considers necessary to do so, and or to withdraw from the bidding process or any part of the bidding process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon a bidder or any obligation upon Kota Smart City Limited .
- 1.2.13 Nothing in this RFP Document or in any communication issued by Kota Smart City Limited or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

## **2. Scope of Work**

The Scope of Work intends to define the work activities as accurately as possible. The Bidder is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial to the project. Kota Smart City Limited is seeking proposals for '*Supply, Installation, Maintenance of High-Density Living Green Walls in Kota Smart City*'. These Green Walls are to be maintained for five years including the One year warranty in Supply, Installation and Maintenance of High-Density Living Green Walls. Security of the Living Green Walls for one Years shall be the responsibility of the bidder. A unique high-density living green wall, at the certain identified locations, list will be given separately , will be developed in Kota under Kota Smart City Limited.

All the Components and sub-components shall be complied with the specified standards as per the indicative designs/ layouts defined herein in this RFP. The high-density living green walls shall be suitable, safe & durable and to be designed to withstand climatic conditions of Kota.

At the location of Green wall site, water and electric connection at one point shall be made available through water connection by Kota Municipal Corporation. However, if sufficient water is not available bidder has to make his own arrangement for extra water for which no extra payment will be made. The bidder has to bear the recurring cost of water and electricity during maintenance.

After one year /defect liability period High density Green Wall with structure shall be handed over to Nagar Nigam Kota and further payment of maintenance shall be paid from Nagar Nigam, KOTA.

## **2.1 GENERAL TERMS AND CONDITIONS**

- 2.1.1 The bidder has to quote the financial offer in prescribed Performa as per Annexure – 6 in the RFP. Cost for Supply and Installation of High-density Living Green Walls in Kota Municipal Limit area shall be in Part – A (Schedule – G) & Part- B (Schedule H).
- 2.1.2 Bidders shall be ranked L1, L2, L3, .... etc. on the basis of total financial offer of each bidder and the total financial offer will be consisting of financial offer for Part – A (Schedule – G) & Part- B (Schedule H).
- 2.1.3 The selection of successful bidder will be done on the basis of the lowest bid (L 1).
- 2.1.4 The cost of components of High-Density Living Green Wall has to be quoted exclusive of all the taxes for Supply& Installation of High-density Living Green Walls and for all the civil works required for high-density Living green wall with one year warranty and KSCL in Annexure - 6 of RFP. Nothing will be paid extra on quoted rate. The service tax shall be reimbursed based on submission of receipt from the Service Tax Department for the actual payment in this regard.
- 2.1.5 The cost of comprehensive maintenance for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year shall be quoted in the prescribed Performa given in Annexure - 6 of RFP, year wise for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year.

## **2.2 PAYMENT TERMS**

- 2.2.1 Running payments will be made on milestone basis as per progress of the work as follows-

- completion of Sub structure works – As per schedule of items, executed.
- Plantation work – 70% of item executed.
- 20% shall be paid on completion of work and
- 10% after one years of maintenance.

For maintenance after one year payment as per rates quoted in maintenance schedule by Nagar Nigam Kota.

- 2.2.2 All the levies such as income Tax. GST (all taxes) etc. imposed by Government of India/ Government of Rajasthan/ India time to time will be deducted from running payments.
- 2.2.3 The contractor shall at its sole expense and risk carry out procurement, installation, management and maintenance.
- 2.2.4 The bidder/contractor shall quote their rates for KSCL for high-density Living Green Walls in form for comprehensive maintenance for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year separately including all the required parts, consumables like replacement of dead/weak plants, replacement of parts of irrigation system, cleaning of water tank etc. The quoted rate for KSCL shall be including of all taxes (excluding service tax), maintenance and repairing spares, labour charges, water s

supply, electricity charges etc. Nothing will be paid extra for KSCL for keeping the High-density Living Green Wall in functional condition at all times.

- 2.2.5 The Contractor shall carry out installation at the locations provided in strict compliance with all applicable laws.
- 2.2.6 Contractor is required to first obtain Kota Smart City Limited written approval on his proposed drawings and specifications of all plans. If, Kota Smart City Limited is not satisfied and raises any objections, the contractor shall be required to appropriately amend/ modify his scheme plans within a reasonable time frame and seek Kota Smart City Limited approval once again. The deputed engineers of Kota Smart City Limited will have full and unfettered access to inspect and check the materials before and after installation. All instructions issued by them in this regard will be complied with in full and within time stipulated by the Engineer-in-Charge. No claim or compensation will be sought by the contractor on this account.
- 2.2.7 The Successful bidder/ Contractor shall be solely responsible and liable, at his own cost for all maintenance, upkeep and repairs of the Equipment and its entire components up to completion of the work. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project.

## **2.3 ELIGIBILITY CRITERIA**

- 2.3.1 The bidder can be a reputed firm, National/ Multinational, Proprietor, partnership firm, registered, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or a consortium.
- 2.3.2 The bidder should be legally competent to enter into contract as per prevailing laws.
- 2.3.3 Only those bidders whosoever are meeting the following Eligibility Criteria, will be "Qualified" for the opening their Technical bid.
  - (i) **Technical Capability**
    - a) Bidders must be a registered Indian company. An undertaking for registration with VAT department in Rajasthan and having office in Rajasthan is required before signing of the agreement.
    - b) The bidder should have successfully completed the installation of at least 15,000 square feet of Living Green Walls, out of which at least 5000 square feet of Living Green Walls should be in public places.
    - c) The bidder should have worked with **at least one CITY before bidding** for this project.
    - d) The bidder should have a dedicated team, consisting of both technical and commercial experts, each with at least 2 years of experience related to green walls.
    - e) The bidder should have had the experience of maintaining living green walls, in public places, at least for 1 full year.
    - f) The plant density of the proposed green walls cannot be less than 6 to 7 plants per square feet of green wall area (and not the area of the installed structure).
  - (ii) **Financial Capability**
    - a) The bidder should have average consolidated financial turnover of Rs. 273 lakhs from the Green wall works during the last two years ending up to 31st March 2017.
    - b) The bidder should have audited balance sheets of at least last 3 financial years.

c) The bidder should not be black listed from any organisation during last three years. Bidder will give an affidavit confirming the same.

d) All proposals submitted in response to the 'Request for Proposal' Document Package shall be accompanied by a Earnest Money Deposit 'EMD' of Rs. 238000/- (*Rupees two lacs thirty Eight Thousand only*) in the form of Demand Draft / Bank Guarantee from a schedule Bank pledged in favour of 'CEO, Kota Smart City Limited , Kota'.

e) In case the document is downloaded, the cost of bid document (i.e. Demand Draft Pay Order of Rs 2000/- (*Two Thousand Only*) (Document cost – Rs.1000 & process fee of Rs. 1000) drawn in favour of Managing Director, RISL, payable at Jaipur') has to be submitted by the bidder to KSCL.

f) All financial documents in respect of eligibility criteria or otherwise mentioned in the RFP should be issued/ duly audited by a registered Chartered Accountant.

## 2.4 VALIDITY OF BIDS

The proposals shall be valid for Ninety (90) days from the opening of the bids.

## 2.5 EVALUATION OF TECHNICAL BID

2.5.1 The following criteria, but not restricted thereto, will be used to evaluate Technical bid for obtaining Technical Score:

S.No.	Details	Maximum Marks	Marks Obtained
<b>A</b>	Safety, Quality, Vandalism proof Design and weather resistance material used for Structural design. The material should be ISO: 9001 / ISO:14001 certified company.	<b>10</b>	
	Aesthetics of the Green Wall	<b>10</b>	
<b>B</b>	Number of Green walls successfully installed by the company in public places 1) One – 10 marks 2) More than One – 15 marks	<b>15</b>	
	Square feet of green walls the company has offered (out of which at least 5000 sqft shall be in public places) 1) Overall 15,000 sqft- 10 marks 2) More than 15,000 sqft- 15 marks	<b>15</b>	
	Experience of maintaining number of Green Walls at least for a Year 1) One – 5 marks 2) More than One – 10 marks	<b>10</b>	
<b>C</b>	<b>Maintenance Strategy and manpower deployment (40 marks)</b>		
	Use of Drip irrigation method to prevent water logging & reuse of percolating water or any other advanced method used.	<b>10</b>	
	Manpower deployment for operation of switch to water plants.	<b>10</b>	
	Light-weight and highly porous organic growing medium with varying ingredients shall be used- 1) 1-4 type of organic medium - 5 marks 2) More than 4 type of organic medium – 10 marks	<b>10</b>	

	Growth promotion, pest management, disease management and leaf-shine	<b>10</b>	
	<b>Total of A + B + C</b>	<b>100</b>	

Note:- The technical evaluation of the proposal shall be carried out as per the specification / requirement /Layout / design given in the RFP and the specification / design / material offered by bidder with proper relevant standards for their Equipment on the minimum requirement.

2.5.2 Only those bidders who have secured Technical Score of 70 marks or above out of 100 marks (as mentioned in the Sub clause no. 2.5.1) shall be considered for further evaluation including evaluation of their Financial Bid.

2.5.3 Evaluation of Proposals will be by a Sub-Committee or Evaluation committee formed by KSCL.

### **3. EXECUTION OF WORKS**

#### **3.1 TRANSFER OF PROJECT WORK**

3.1.1 During the EXECUTION of the PROJECT i.e. **45 (Forty Five)** days from the date of signing of Contract, the successful bidder/Contractor shall not transfer, assign or any portion there of permanently or temporarily to anybody else unless approved by the Client and shall not be allowed to take any person to share the project or to use any part thereof without the approval of the Client. All the Equipment installed under this contract shall be the assets of KSCL exclusively.

3.1.2 The project site can only be used for installation of high-density Living Green Wall.

#### **3.2 INSTALLATION OF LIVING GREEN WALL ON STRONG FOUNDATION**

3.2.1 The Locations where the high-density Living Green wall has to be installed will be identified by KSCL and handed over to the bidder after the signing of Contract Agreement. Then the successful bidder/contractor will make foundation considering the wind load along with Dead Load and Live Load as per requirements for installation of high-density Living Green Wall. The bidder will install the Green Wall at the said premises at their own cost and expenses. No alterations or damage should be caused to the area. In case any damage is caused to govt. assets/premises by the successful bidder/ Contractor, the cost of same shall be recovered from the successful bidder/ contractor by KSCL. The contractor will make his own arrangements at his cost to get the green wall installed/erected strictly as per the approval given by the KSCL.

3.2.2 The space arrangements for the high-density living green walls shall be strictly as per KSCL's approval. The quality of the high-density Living Green Wall and its foundation shall be of very high standards and sound enough and it should not spoil the look/aesthetics of the project site. If in the opinion of KSCL, the quality/standard of high-density Living Green Wall and its foundation is not up to the mark, KSCL may instruct replacement of such high-density Living Green Wall and the same shall be binding on the contractor to demolish and recast the constructed foundation. No claim in the sub-standard material / Equipment / foundation etc. will be entertained by the KSCL.

3.2.3 Standard test of the cement concrete foundation for high-density Living Green Wall shall be carried out as Quality control measure.

- 3.2.4 The high-density Living Green Wall Provider/Contractor should maintain such equipment in a neat and good working condition during KSCL period and shall apply with all applicable laws and ordinances.
- 3.2.5 The high-density Living Green Wall Provider/ Contractor will ensure that the installed high-density Living Green Wall is safe for General Public all the time.
- 3.2.6 The high-density Living Green Wall Provider/ Contractor shall ensure that the high-density Living Green Wall is properly assembled and fitted. No claim for damages or compensation for inconvenience in this regard will be entertained by KSCL.
- 3.2.7 The bidder shall have his own arrangements for safety during execution of the work.

### **3.3 TIME ALLOWED TO SUPPLY & INSTALL THE GREEN WALL**

- 3.3.1 The high-density Living Green Wall Provider/ Contractor shall submit Plans/ Time Line and preliminary schedules to KSCL within 10 (ten) days from the date of signing of the contract agreement. Contractor should complete installation of high-density Living Green Wall within **six months** from the date of signing of the contract agreement. Any extension of time schedule will be at the discretion of KSCL. Failure to comply the time schedule described in the agreement for execution of the project, will invite the penalty @ 1.0% (One per cent) of the cost for Part-A per week for delay subject to a maximum of 5% (5 percent) of the cost for Part - A. KSCL may rescind/ terminate the work as per the Termination Clause – 4.14 of the RFP.

### **3.4 THE SPECIFICATIONS, MATERIALS AND SCHEMATIC LAYOUT OF HIGH-DENSITY LIVING GREEN WALLS**

- 3.4.1 **The specifications and material for high-density Living Green Wall are given in Schedule – A and schedule H. However, the same may differ as per the manufacture's specification and its layout plan/ design for all the Green Wall as mentioned in Annexure-6, for which all the details are to be submitted by the bidder in Technical Bid invariably such as;**
  - a) Structural design and drawings for high-density Living Green Wall shall be submitted and approved by KSCL before execution of the work.
  - b) high-density Living Green Wall Layout & its specifications with materials,
  - c) Precautions and standards for maintaining high-density Living Green Wall
  - d) Provisions and measures for safety.

### **3.5 MAINTENANCE, SAFETY AND SECURITY MEASURES**

- 3.5.1 The successful bidder/ Contractor shall be solely responsible and liable, at his own cost, for all maintenance, upkeep and repairs of the high-density Living Green Wall and its entire components up to completion of the work. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project i.e. up to the period of 5 years after successful implementation of the work.
- 3.5.2 The successful bidder/ Contractor shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all the components of high-density Living Green Wall and other things required for the installation and maintenance of the high-density Living Green Wall.

### **3.6 COMPREHENSIVE REPAIR AND PENALTY CLAUSE**

- 3.6.1 The high-density Living Green Wall Contractor shall bear the cost of day-to-day repairs and maintenance including cost of all the parts as defined herein. All repairs shall be the

responsibility of Bidder. The contractor will keep sufficient stock of the spares required frequently to attend the complaint within reasonable time.

a. Small complaints to be attended within 24 hours.

b. Major complaints to be attended within 7 days. c. In case of non-attending the complaints within the stipulated time, a penalty of Rs. 300/- per day will be deducted from the running bills. In case of vandalism or theft, the requisite action will be taken as per law.

### **3.7 ALTERATION AND RENOVATIONS**

3.7.1 The high-density Living Green Wall Provider/Contractor will be allowed to carry out any alterations or renovations, for which the Contractor will need to take prior written approval from KSCL through a written approval from KSCL through a written notice prior to commencement of any alteration works, if necessary KSCL reserves the right to ask for and review the renovation plan/ drawings before providing consent.

3.7.2 The high-density Living Green Wall Provider/Contractor will be responsible for the costs of removing debris from the premises during the process of alteration. The Contractor will have to bear the cost of the damages.

## **4. TENDERING PROCEDURE AND SCHEDULE**

### **4.1 PRE-BID MEETING**

4.1.1 Queries and their Response Pre-bid meeting shall be held on specified date as given in RFP.

4.1.2 Queries in writing may be sent to KSCL and the same should reach in the Office of SE, Kota Smart City Limited office, Kota. As per scheduled date mentioned herein. The response to queries will be uploaded on <http://www.eproc.rajasthan.gov.in> website.

4.1.3 Clarifications may be circulated to all the intending bidders and shall form part of RFP Document. KSCL may, if it prefers, issue a fresh RFP and relevant enclosures incorporating the amendments.

4.1.4 Information Requirements

(i) If any information about the project is required by the prospective bidder prior to the date of bid submission, the same can be obtained from:

OFFICE OF Kota Smart City Limited office, Kota

(ii) KSCL reserves the right to not offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.

(iii) No extension of any deadline will be granted on the basis or grounds that KSCL have not responded to any question or not provided any clarification.

### **4.2 AMENDMENT OF RFP**

4.2.1 At any time prior to the Proposal Due Date, KSCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda. These will be uploaded on <http://www.eproc.rajasthan.gov.in> website. All the bidders are requested to be in touch with KSCL website.

4.2.2 All prospective bidders may note that all future communication w.r.t. this RFP including Addendum/corrigendum etc., if any, will be placed on the website <http://www.eproc.rajasthan.gov.in>.

4.2.3 In order to give the Bidders reasonable time, for taking an Addendum into account, or for any other reason, KSCL may, at its discretion, extend the Proposal due Dates. Bidders are advised to keep in touch with KSCL website for latest updates regarding the tender.

#### **4.3 PREPARATION AND SUBMISSION OF PROPOSAL**

4.3.1 Complete proposal shall be accepted up to **15.00 hrs. only**, on date of RFP submission at the office of Kota Smart City Limited.

4.3.2 KSCL, at its sole discretion, retains the right, but is not obligated to extend the RFP Submission Date, by issuing an Addendum to those parties who have purchased the document from the office of KSCL and by also placing the same in the official web site of KSCL.

4.3.3 Bidders shall furnish the information strictly as per the formats given in Annexure of this document, without any ambiguity. KSCL shall not be held responsible if the any bidder fails to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.

4.3.4 All proposals/Bids/offers shall be numbered, signed & stamped on Each Page by the duly 'Authorised Signatory' of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by him.

4.3.5 Bidders are required to submit only one set of the Proposal, including the Original RFP issued to them.

4.3.6 Any bidder, which submits or participates in more than one Proposal for the said project shall be disqualified.

#### **4.4 EARNEST MONEY DEPOSIT (EMD)**

4.4.1 All proposals submitted in response to the Request for Proposal Document shall be accompanied by a *EMD of Rs 238000/- (Rupees two lacs thirty Eigh Thousand hundred only)* in the form of Demand Draft Bank Guarantee from a Schedule Bank pledged in favour of 'CEO, KSCL'.

4.4.2 Any bid not accompanied with an acceptable Bid security shall be rejected.

4.4.3 The Bid security shall be forfeited under the following conditions:

1. If the Bidder withdraws the Proposal during the period of Proposal validity.
2. In the case of a successful Bidder, if the bidder fails to furnish the required Performance Security within the specified period.
3. In the case of a successful Bidder fails to accept the LoA within the limit specified herein.

4.4.4 In this event , KSCL shall forfeit the Bid Security of the selected bidder and debar the bidder for further Two year in participating in future KSCL projects.

#### **4.5 LANGUAGE AND CURRENCY**

4.5.1 The Proposal and all related correspondence and documents shall be written in English/ Hindi language.

4.5.2 If any supporting documents attached to the bid is in any other language, the same will be supported by an English/ Hindi translation and in case of any ambiguity the translation shall prevail.

4.5.3 The currency for the purpose of the proposal shall be the Indian National Rupee.

#### **4.6 SEALING AND MARKING OF PROPOSALS**

The Proposals shall be sealed, marked and submitted as explained below:

##### **4.6.1 Envelope - 1 for EMD:**

The bid security of the prescribed amount shall be placed in **Envelope - 1** duly marked as 'EMD'.

##### **4.6.2 Envelope - 2 for Technical Bid:**

The Qualification documents i.e. technical details of Green Wall & eligibility criteria, as required for technical evaluation specified herein this RFP shall be sealed in **Envelope - 2**, duly marked as "**TECHNICAL BID**"

##### **4.6.3 Envelope - 3 for Financial Bid:**

4.6.4 All the above three (3) envelopes shall be enclosed in an outer cover/ envelope marked as "**RFP for Supply, Installation, Maintenance of Living Green Walls in Kota Smart City**"

4.6.5 The Bidder shall seal the financial proposal as per the Annexure - 6 in a separate envelope (**Envelope- 3**), duly marked as "**FINANCIAL BID**"

4.6.6 All the above

The Outer envelope shall be addressed to **SE**, KSCL, Kota Smart City Limited .

The **Technical Bid** should comprise of the following documents: -

Annexure 1: Letter of Proposal and Interest

Annexure 2: General Information of the Bidder

Annexure 3: Summary of Qualification documents, Technical details & Eligibility Criteria.

Annexure 4: Financial Capability of Bidder

Annexure 5: Maintenance Strategy and Manpower deployment. "

Annexure 7: Format for Power of Attorney for Signing of Proposal

Annexure 8: Affidavit for not black listed

Annexure 9: Symbolic Pictures

To submit the actual photographs of the Green Wall offered

4.6.7 The **Financial Bid** should comprise of the following documents;

Annexure 6: Financial Proposal

4.6.8 If the Envelope is not sealed and marked as instructed above, KSCL assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In this case, the prematurely opened proposals will be rejected and duly returned.

4.6.9 Any Proposal received by KSCL after 15:00 hrs on the Due Date will be liable for rejection.

#### **4.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS**

No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

#### **4.8 OPENING OF BIDS**

4.8.1 The Technical bids received shall be opened by SE in the presence of the bidders or their nominees, who choose to attend, at 15:30 hrs on due date, unless intimated otherwise. The date for opening of Financial Bids shall be intimated in advance to the technically qualified bidders. KSCL reserves the right to reject any Proposal, if:

(i) It is not signed, sealed and marked as stipulated herein.

(ii) The information and documents have not been submitted as requested and in the formats specified in the RFP.

(iii) There are inconsistencies between the Proposal and the supporting documents.

(iv) There are conditions proposed with the Proposals.

(v) It provides the information with material deviations, which may affect the scope or performance of the Project.

4.8.2 A material deviation or reservation is one:

(i) which affects in any substantial way, the scope, quality, or performance of the Project, or

(ii) which limits in any substantial way, inconsistent with the RFP document, KSCL's rights or the Bidder's obligations, or

(iii) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.

#### **4.9 EVALUATION OF PROPOSALS/ BIDS**

The evaluation will be done in two stages as explained below

4.9.1 Stage-1 of evaluation: Envelop-1 containing 'EMD' will be opened. If the bid security is not submitted or not proper as per the RFP then no further processing will be done and the proposals of the bidder will be rejected.

4.9.2 Stage-2 of evaluation: Envelope-2 (Technical Bid) containing the Qualification documents, eligibility criteria and Technical details of various Living Green Walls will be opened. The Proposal not meeting the prescribed Eligibility Criteria as per Clause 2.3 will be rejected outright. All bidders, after passing the Stage 1 & 2 of evaluation as above shall be treated as qualified for evaluation of their bids as per the evaluation criteria prescribed in Clause 2.3 above. Only those Bidders who will secure Technical Score of 70 marks or more out of 100 marks (as mentioned in the Clause 2.5.1) shall be considered for further evaluation of their Financial Bid.

4.9.3 Stage-3 of evaluation: Envelope-3 (Financial Bid) of only those bidders who have passed Stage-1 & Stage-2 and secured Technical Score of 70 marks or more out of 100 marks (as mentioned in the clause 2.5.1), shall be opened on the scheduled date & time by KSCL in presence of the bidders or their nominees. Bidders shall be ranked L1, L2, L3, etc. on the basis of total financial offer of each bidder and the total financial offer will be consisting of financial offer for part-A and financial offer for part-B. The selection of successful bidder will be done on the basis of the lowest bid (L 1).

4.9.4 Even if only a single proposal is received and is technically qualified in Stage-1 & Stage- 2 and secured technical score 70 or more, or a single Financial bid amongst the several technically qualified bids, KSCL retains the right to open or reject its single financial bid and award the project.

4.9.5 Any action on the part of the bidder to revise the price(s) and/ or change the structure of price(s) at his own after the opening of the bid may result in rejection of the bid.

4.9.6 KSCL would have the right to review the Proposals and seek clarifications where necessary after giving due notice. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are

free to make suggestions but are not allowed to submit any conditional bid as specified earlier.

- 4.9.7 KSCL reserves the right to reject any bid if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of SE, KSCL in this respect shall be final and binding on all bidders.
- 4.9.8 Any rebate/ discount linked with quality, term of payment or any other condition shall not be considered for the purpose of evaluation of proposal.
- 4.9.9 If the bidders fail to quote prices for any of the items components as asked for, the said bid shall be disqualified.

#### **4.10 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. KSCL will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. KSCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

#### **4.11 ACCEPTANCE OF THE OFFER**

- 4.11.1 KSCL shall issue Letter of Acceptance (LoA) to the selected bidder for the project.
- 4.11.2 The selected bidder is required to send his unconditional acceptance of LoA within 7 **(Seven) days** from the date of its issue along with Plans, Specifications and preliminary schedules with timeline.
- 4.11.3 Acceptance of LoA, a duly authorized representative of the successful bidder is required to sign and to execute the contract agreement.
- 4.11.4 KSCL shall retain the right to withdraw the LoA in the event of the selected bidder failure to accept the LoA within the limit specified in the above clauses.
- 4.11.5 In this event, KSCL shall forfeit the Bid Security of the selected bidder and debar The bidder for further Two year in participating in future KSCL projects.
- 4.11.6 The contractor whose bid is accepted is required to furnish either copy of application/licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time & Progress) within the period of **15 (Fifteen) days** from the date of issue of letter of award.

#### **4.12 PERFORMANCE SECURITY**

- 4.12.1 The Bidder has to submit the requisite interest free Performance security equivalent to 10% **(Ten percent)** of total awarded amount for the project in form of Bank Guarantee / Demand Draft from a Scheduled Bank within **10 (Ten) working days** from the date of issue of LoA and the validity of performance security shall be up to the end of the contract period.
- 4.12.2 The Bidder has to submit certified true copies of all resolutions adopted by its/ their Board of Directors authorizing it/them for execution, delivery and performance of this Contract Agreement to KSCL within **10 (Ten) working days** from the date of issue of LoA.

- 4.12.3 The Performance Security 10% of the total gross award of work furnished by the successful bidder will be released after successful completion of defect liability period i.e. one year. Thereafter, for maintenance period the bidder shall deposit 10% of maintenance amount as security deposit which will be refunded after 5th year from completion of Part-A.
- 4.12.4 In case, the Performance security is not furnished by the successful bidder during the **10 (ten) days** time period then the Contract will be terminated and EMD will be forfeited. The bidder will be debarred for participating in future KSCL project.

#### **4.13 EMD OF OTHER BIDDERS**

- 4.13.1 KSCL shall return EMD received from the bidders who are not qualified in Stage-1 & 2 of the evaluation, **within 15 (fifteen) days** from the opening of the Financial bids. The EMD shall be returned without payment of any interest.
- 4.13.2 The EMD of the successful Bidder will be discharged when the successful Bidder had signed the contract agreement and had furnished the Performance Security.

#### **4.14 TERMINATION OF CONTRACT**

- 4.14.1 The following termination clauses are included in the RFP. KSCL may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the Contract; provided that KSCL shall give the Contractor written notice specifying the Contractor's failure. If within fifteen (15) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.
- 4.14.2 The Contractor may exercise any rights available to it under Local Law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the contractor shall give KSCL written notice specifying the KSCL's failure.
- 4.14.3 The State may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **4.15 SETTLEMENT OF DISPUTES & ARBITRATION**

- 4.15.1 If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 4.15.2 If after thirty(30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either KSCL or the bidder may give notice to the other party of its intention to commence arbitration or resolve dispute as per Annexure -12, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 4.15.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration or resolve dispute as per Annexure -12 has been given in accordance with sub-clause 4.15.2, shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of goods under the contract.

- 4.15.4 The dispute resolution mechanism to be applied pursuant to sub clause 4.15.3 shall be as follows: -
- a) In the case of a dispute or difference arising between KSCL and the Bidder relating to any matter arising out of or connected with the contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act,1996 or resolve dispute as per Annexure -12. The arbitral tribunal shall consist of three arbitrators, one each to be appointed by the purchaser and the supplier. The third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the Indian Council of Arbitration or President of the Institution of Engineers (India).
  - b) The decision of majority of arbitrators shall be final and binding upon both the parties.
  - c) The cost and expense of the arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- 4.15.5 However, where the value of the contract is Rs. 15 lakhs (Rs.one and a half million) and below, the disputes or differences arising in it shall be referred to a sole arbitrator. The sole arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree on the arbitrator within 30 (thirty) days from the receipt of a request by one party from the other party to so agree, the appointment shall be made upon request of a party, by the Indian Council of Arbitration or the President of the Institution of Engineers (India)
- 4.15.6 The venue of arbitration shall be the place from where contract is issued i.e. Kota, Rajasthan.

#### **4.16 NOTICES**

That any notice under the terms of this Bid shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice.

Notice shall be addressed as follows:

The Superintending Engineer  
KOTA SMART CITY LIMITED , KOTA

**Name of the work** - 'Supply, Installation and Maintenance of High-Density Living Green Wall in Kota Smart City'

**Estimated Cost of the work:** - Rs. lacs (119 Lacs only)

**Location** – The location shall be jointly-identified by NNK and KSCL

**Note-**

1. Security of Equipment - Security of the High-Density Living Green Wall shall be the responsibility of the Bidder. The bidder will propose the same and include the cost for security in the bid.

#### GENERAL SPECIFICATIONS FOR GREEN WALL

<b>Subject</b>	<b>Technical Specification</b>
Metal Steel Frame	12mm, MS round bar frame in square box shape, coated with anti rust paint
Drip Irrigation system	Using combination of 16 mm PVC pipes, using a drippers of 8 liter per hour discharge and also which can be un-screwed and clean in case of salt accumulation
Green wall medium	Made up of organic fertilizer like composted crop residue, Verme compost, wood ash, poultry manure cow urine etc., it is much lighter than the soil, its moisture capacity is very good and used to ensure that the kg per sqft load on vertical wall is minimized
Planters	Unique Green wall Galvanized planters of 26 gauge, specially designed to keep the center of the gravity of growing planting with in the planters, inside lining of foam sheet keeps the percolation holes unclogged forever, coated with anti rust paint, easy to replace manually
Drain Tray	For catching all the water percolating form the Green wall planters and these water can be directed to a drain point with the help of drain pipe
Plants	Plants are selected on the basis of temperature, incidence of sun light and humidity on site
Metal steel Ladder	A free standing MS ladder with a platform is required at the time of maintenance of Green Wall

## Annexure 1- Letter of Proposal and Interest

(To be submitted and signed by the Bidder's authorised signatory)

To

SE, KSCL

**THE SUPERINTENDING ENGINEER ,**

KOTA SMART CITY LIMITED , KOTA

Sub: RFP for "Supply, Installation, Maintenance of High-Density Living Green Wall in Kota Smart City".

Sir,

1. Being duly authorized to represent and act for and on behalf of (Herein the bidder), and having studied and fully understood all the information provided in the RFP document, the undersigned hereby apply as a bidder for "*Supply, Installation, Maintenance of High-Density Living Green Wall in Kota Smart City,* " according to the terms & conditions of the offer made by KSCL.
2. Our Technical bid & Financial Bid as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Bid Security enclosed in the Envelope-1 and other all technical documents and Qualification documents are enclosed in the Envelope-2.
4. Financial Proposal is enclosed in Envelope - 3 and all three envelopes 1 to 3 are enclosed in a One Envelope.
5. KSCL and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the proposal and to seek clarification from our bankers or undersigned, regarding any financial and technical aspects. This letter of proposal will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by KSCL to verify statements and information provided in the proposal or with regard to the resources, experience and competence of the bidder.
6. KSCL and its authorized representatives may contact the following persons for any further information: Name of the person (s):

Address:

Phone: \_\_\_\_\_; Fax: \_\_\_\_\_

Email Id: \_\_\_\_\_

7. This proposal is made with full understanding that:
  - (a) Bids will be subject to verification of all information submitted at the time of bidding.
  - (b) KSCL reserves the right to reject or accept any bid, cancel the bidding process and / or reject all bids.
  - (c) KSCL shall not be liable for any of the above actions and shall be under no obligation to inform the bidder of the same.
8. We, the undersigned declare the statements made, and the information provided in the duly completed proposal forms enclosed, are complete, true and correct in every detail.

9. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the tender.
10. This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document, all risks and contingencies and all other conditions that may affect the financial proposal. We agree to keep our offer valid for *90 days* from the due date of bid opening of this Financial Proposal.
11. We agree to keep our offer valid for *Ninety (90) days* from the date of bid opening of Proposal thereof and not to make any modifications in its terms and conditions, which are not acceptable to the KSCL. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
12. This proposal is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by KSCL. We agree that, without prejudice to any other right or remedy, KSCL shall be at liberty to forfeit the said Bid Security absolutely.

Authorised signatory  
Name and seal of Bidder

Date:  
Place:

*Enclosures:*

- (i) The **EMD of Rs. 238000 (Rupees two lacs thirty Eight Thousand )** in the form of Demand Draft Bank Guarantee from a Schedule Bank bearing No. \_\_\_\_\_ drawn upon \_\_\_\_\_ (bank) dated in favour of 'CEO, KSCL'.
- (ii) Power of Attorney for Signing of Proposal (Format given in Annexure-7)/ Board Resolution in favour of the Authorized Signatory.
- (iii) Technical Bids and the financial bids as per the RFP.
- (iv) Relevant Submissions as per the given Formats.

## **Annexure 2- GENERAL INFORMATION OF THE BIDDER**

1.
  - (a) Name:
  - (b) Country of Incorporation:
  - (c) Year of Incorporation:
  - (d) Address of the corporate headquarters, branch office(s) & warehouse, if any, in India :
  - (e) Number of Employees:
  - (f) A certified copy of Company Memorandum and Articles of Association or other relevant constitutional documents.
2. Details of individual(s) who will serve as the point of contact / communication for KSCL within the Company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) Fax Number:
  - (g) E-Mail Address:

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation:

Place:

Date:

### **Annexure 3- QUALIFICATION AND ELIGIBILITY CRITERIA**

#### **SUMMARY OF QUALIFICATION DOCUMENTS, TECHNICAL DETAILS AND ELIGIBILITY CRITERIA:**

- (a) Experienced in installing High-Density Living Green Wall in last three years.
- (b) Details of Organizational Capacity to be furnished.
- (c) Details of Proposed Team structure along with details of key personnel.
- (d) Time and Work schedule to be provided.
- (e) The bidder shall have to furnish an affidavit on Non Judicial Stamp paper of Rs. 100/- duly attested by a Notary Public indicating that he/she has not been debarred blacklisted by KSCL or Any other civic body of GOI or State Govt. or PSU during the last three years.(please attach).

*Note:-*

- a. The bidder may provide the complete information as per their own format.
- b. In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the project in evaluation of Qualification documents and Technical details.

Signed

(Name of the Authorised Signatory)

For and on behalf of (Name of the Bidder) Designation

Place:

Date

#### **Annexure 4-FINANCIAL CAPABILITY OF BIDDER**

<b>Sl.No.</b>	<b>Particulars/Accounting Year</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
<b>1</b>	Net Worth (2+3-4)			
<b>2</b>	Turnover			
<b>3</b>	(a) Gross turnover			
<b>4</b>	From Living Green wall			

*Note:*

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. Details of Green wall work for last three years.

Signed  
(Name of the Authorised Signatory)

Signature of CN Statutory Auditors  
(with seal & registration no.)

For and on behalf of  
(Name of the Bidder)

Designation

Place:

Date:

## **Annexure 5- MAINTENANCE STRATEGY AND MANPOWER DEPLOYMENT**

1. Schedule of maintenance on weekly / Monthly / Quarterly Basis.
2. Items cover for maintenance and number of plants for the replacements/ frequency of adding organic manure mix as specified etc. during the Annual Maintenance.
3. Complaint Redress System for High-Density Living Green Wall in KSCL area and time required for redressal of complaints.
4. Details of Manpower to be deployed for the project exclusively for Annual Maintenance.
5. Manpower deployed for watering of plants with timings.

## Annexure 6-FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorised signatory)

To  
SE, KSCL,  
KOTA SMART CITY OFFICE,  
KOTA

Sub: Supply, Installation, Maintenance of High-Density Living Green Wall in Kota Smart City.

Sir,  
We hereby submit our Financial Offer Comprising Part A as given below for the project.

### PART A

The lump sum cost of High-Density Living Green Wall, including the cost of Foundation and Installation at site are given below.

S.N.	Particulars	Amount
1-	PART -A	
	Schedule -G	
	Schedule-H	
	Total of Part -A	
2-	PART -B	
	Total of Part A+B	

**Financial offer for Total Annual Maintenance Contract for 2nd to 5th Year as Part-B=**

2nd Year KSCL (a) + 3rd Year KSCL (b) + 4th Year KSCL (c) + 5th year KSCL (d) =  
Rs .....

**TOTAL FINANCIAL OFFER FOR SUPPLY, INSTALLATION AND MAINTAIENCE AND FINANCIAL OFFER FOR ANNAUL MAINTAINENCE CONTRACT FOR 2NDTO 5TH YEAR, FOR GREEN WALL IN KSCL AREA= Rs .....(PART A) + Rs ..... (PART B)= Rs .....  
(Rupees...../- in words)**

Note:

1. In case of any difference in amount in figures and words, the amount in words shall be applicable.

Date:

Authorised signatory

Place:

Name and Seal of Bidder:

Name of Company:-

Address:-

Notes:-

1. The cost of High-Density Living Green Wall has to be quoted inclusive all the taxes (excluding service tax) for Supply& Installation of High-Density Living Green Wall and for foundation of High-Density Living Green Wall with one year warranty and KSCL and nothing will be claimed extra on the above quoted rate.
2. The cost of Green Wall year-wise for comprehensive maintenance for 2nd, 3rd, 4th & 5th year shall be quoted as defined in clause 2.2.4 The High-Density Living Green Wall shall not be in unaesthetic due to non- replacement of any plants at any time during the KSCL period.

**Annexure 7- FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL  
Power of Attorney**

Know all men by these presents, We \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging documents and providing information / responses to KSCL, representing us in all matters before KSCL, and generally dealing with KSCL in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

.....

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

**Note:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

## **Annexure 8-Affidavit for not black listed**

Certificate of tendered that

"I / We have not been debarred or black listed or suspended from the business from any department of Central Government of India/ State Government / PSU etc. During the last three years"

Date:

Authorised signatory

Place:

Name and Seal of Bidder:

Name of Company:-

Address:-

## **Annexure 9- Location High-Density Living Green Wall:**

Locations of High Density Green Wall shall be within Kota city. Location is not limited to single site but will spread over more than 2 sites. A separate list of locations where High Density Green Wall to be installed will be given at the time of work order and this may increase or decrease in numbers as per requirement. Normal height of green wall will be around 7 feet.



## **Annexure 10- Compliance with the code of integrity and No Conflict of Interest**

Any person Participating in a procurement process shall -

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process to otherwise influence the procurement process:
- (b) Not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation:
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behavior to impale the transparency, fairness and progress of the procurement process:
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process:
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly to any party or to its property to influence the procurement process:
- (f) Not obstruct any investigation or audit of a procurement process:
- (g) Disclose conflict of interest if any: and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

I.A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common: or
- (b) Receive or have received any direct or indirect subsidy from any of them: or
- (c) Have the same legal representative for purposes of the Bid: or
- (d) Have a relationship with each other: directly or through common third parties. that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the Bidding process: or
- (e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved However, this does not limit the inclusion of some subcontractor, not otherwise participating as a Bidder, in more than one Bid: or
- (f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods. Works or Services that are the subject of the Bid: or

- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

## **Annexure 11- Declaration by Bidder regarding Qualification**

Declaration by the Bidder

In relation to my/our Bid Submitted to Kota Smart City Ltd. for procurement of 'Supply, Installation and Maintenance of High Density Living Green Walls in KOTA City'..in response to their Notice inviting Bids No. 03 Dated /08/2017 I/We hereby declare under Section 7 of Rajasthan Transparency in public Procurement Act. 2012, that :

1. I/We Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity:
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State averment or any local authority as specified in the Bidding Document:
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer. not have my/our business activates suspended ant not the subject of legal proceeding for any of the foregoing reasons:
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement Contract within a period of three years preceding the commencement debarment proceedings:
5. I/We do not have a confect of interest as specified in the Act. Rules and the Bidding Document, which materially affects fair competition:

Date:  
Place:

Signature of bidder  
Name :  
Designation :  
Address :

## **Annexure 12- Grievance Redressed during Procurement Process**

The designation and address of the first Appellate Authority is CEO, KSCL, Kota

The designation and address of the Second Appellate Authority is Chairman, KSCL, Kota

Filing an appeal

- 1) If and Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the act or the rules or the Guidelines issued hereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of the days from the date of such decision or action, omission, as the case may be, clearly giving the specific grounds or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bids May be filed only by a Bidder whose technical Bid is found to be acceptable.
- 2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- 3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the Procuring Entity. as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) of the date of receipt of the order passed by the first Appellate Authority, as the case may be
- 4) Appeal not to lie in certain cases  
No appeal shall lie against any decision of the procuring Entity to the following matters, namely:-
  - (a) Determination of need of procurement:
  - (b) Provisions limiting participation of Bidders in the Bid Process:
  - (c) The decision of whether or not to enter into negotiations:
  - (d) Cancellation of a procurement process:
  - (e) Applicability of the provisions of confidentiality.
- 5) Form of Appeal
  - (a) an appeal under Para (1) of (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
  - (b) appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - (c) Every appeal may be presented to first Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- 6) Fee for filing appeal

(a) fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non- refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's chequer of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7) Procedure for disposal of appeal

(a) The first Appellate Authority or Second Appellate Authority, as the case may be. upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the first Appellate Authority or Second Appellate Authority, as the case may be, shall,-

(i) Hear all the parties to appeal present before him: and

(ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter

(c) After hearing the parties to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**FORM No. 1**  
**(See Rule 83)**

**Memorandum of Appeal Under the Rajasthan**  
**Transparency in Public Procurement Act, 2012**

Appeal No.....of.....

Before the.....(First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent (s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the Procuring Entity in contravention to the Act. by which the appellant is aggrieved:

4. If the Appellant Proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal :.....

(Supported by an affidavit)

7. Prayer :.....

Place.....

Date.....

Appellant's Signature

## **Annexure 13- Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

- I. Provided that a financial Bid is Substantially responsive. the Procuring Entity will correct arithmetical errors during evaluation of financial Bids on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity. the unit price shall prebuild and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected:
- II. It there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected: and
- III. If there is a discrepancy between words and figures. the amount in words shall prevail/ unless the amount expressed in words is related to an arithmetic error. in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors. its bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

- I. At the time of award of contract. the quantity of Goods, works or Services originally specified in the Bidding Document may be increased or decreased by a specified percentage, But such increase or decrease shall not exceed twenty percent. of the quantity specified in the Bidding document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- II. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- III. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

### **3. Dividing quantities among more than Bidder at the time of award (In case of Procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder. Whose Bid is accepted. to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.