

GOVERNMENT OF KARNATAKA
(DEPARTMENT OF HORTICULTURE)

REQUEST FOR PROPOSAL

TO PROVIDE THE SERVICE FOR DAILY FEE COLLECTION FOR
VEHICLE PARKING IN DIFFERENT PLACES AT
SRI CHAMARAJENDRA (CUBBON) PARK, BANGALORE-01 FOR A
PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH
E-PROCUREMENT IN 2 COVER SYSTEM.

DEPUTY DIRECTOR OF HORTICULTURE,
CUBBON PARK, BANGALORE-560001,
PHONE: 080-22864125

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SECTION 1. LETTER OF INVITATION

OFFICE OF THE DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK

Tender No: DDH/CP/SKUP/CW4/03/2021-22

Dated:28-04-2022

Dear Sir/Madam

THE DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK INVITES REQUEST FOR PROPOSAL TO DAILY FEE COLLECTION FOR VEHICLE PARKING IN DIFFERENT PLACES AT SRI CHAMARAJENDRA (CUBBON) PARK, BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

Tenders are invited through GOK e-Procurement platform (www.eproc.karnataka.gov.in) from the reputed and experienced contracting agencies who are experienced in the service of Vehicle Parking Fee collection in Government or any Government undertaking firms. The tender documents can be downloaded through e-Procurement portal i.e. www.eproc.karnataka.gov.in.

The bidder should pay Rs.1,10,000/- (Rupees One lakh ten thousand Only) towards EMD along with technical bid.

This earnest money deposit shall be paid through e-Procurement portal modes only, through Credit card, direct debit, NEFT, OTIS

The EMD of successful tenders will be refunded after successful and satisfactory completion of tender period. No interest will be paid to the deposited EMD amount.

1. The agency will be selected under **High Cost Selection (HCS)** procedures described in the RFP.(i.e. The Agency which has quoted highest rate)
2. The RFP indicates the following documents.

Section 1	-Letter of Invitation
Section 2	-Information to the Agency
Section 3	-Technical Proposal-Standard Forms
Section 4	- Financial Proposal-Standard Forms
Section 5	-Terms of Reference
Section 6	-Standard form of Contract

3. Date of notification: 28-04-2022 at 11.00 Hrs
4. Period of sale of Tender Document: 28-04-2022 to 27-05-2022
5. Last Date for sale of Tender Document : 27-05-2022 At 17.30.Hrs
6. Date of pre bid conference: 17-05-2022 At 11.00 Hrs.
7. Technical bid opening Date: 30-05-2022 At 11.00 Hrs.
8. Financial bid opening Date: 02-06-2022 At 11.00 Hrs. OR After completion of technical bid evaluation.

PLACE OF OPENING OF TENDERS: DEPUTY DIRECTOR OF HORTICULTURE,
CUBBON PARK BANGLORE

SECTION 2: INFORMATION TO THE AGENCY

1. INTRODUCTION

- 1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Tenders are invited to submit a **Technical Proposal** and a **Financial Proposal**, as specified in the Data Sheet (the Proposal) for tender services required for the Assignment named in the Data Sheet. The Proposal will be the basis for tender negotiations and ultimately for a signed contract with the selected agency.
- 1.3 The tender shall be implemented in accordance with the phasing indicated in the Data Sheet. When the tender includes 3 phases, the performance of the tenderer under each phase must be to the Department of Horticulture satisfaction before work begins on the next phase.
- 1.4 The Tenderer must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the said tender and on the local conditions, Tenderers are encouraged to pay a visit to the **Sri Chamarajendra (Cubbon) Park, Bangalore-01** before submitting a Proposal.
- 1.5 The tender representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Tenderer should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.6 The Deputy Director of Horticulture, Cubbon Park, Bangalore-01 will provide the inputs specified in the Data Sheet, assist the firm inspecting at Sri Chamarajendra (Cubbon) Park, Bangalore-01 parking fee collection and vehicle parking places and permits needed to carry out the services, and make available relevant project data.
- 1.7 Please note that (i) the costs of preparing the tender and of negotiating the contract, including a visit to the Sri Chamarajendra (Cubbon) Park, Bangalore-01 are not reimbursable as a direct cost of the Tender; and (ii) the Deputy Director of Horticulture, is not bound to accept any of the Proposals submitted.
- 1.8 Department of Horticulture expects Agency to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.9 Without limitation on the generality of this rule, Agency shall not be hired under the circumstances set forth below:

(a) Not Applicable

(b) Agency or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Agency.

1.10 As pointed out in Para. 1.7.1 above, Agency may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Agency should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Agency will be hired for the purpose.

1.11 It is Department of Horticulture policy to require that Agency observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Department of Horticulture :

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) **"corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) **"fraudulent practice"** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Department of Horticulture and includes collusive practices among Agency (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive Department of Horticulture of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Department of Horticulture -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Department of Horticulture -financed contract; and

(e) will have the right to require that, Department of Horticulture to inspect Agency's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Department of Horticulture.

1.12 Agency shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Department of Horticulture in accordance with the above sub para 1.8 .

1.13 Agency shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Clarification if any in the RFP will be provided only during the pre bid meeting/conference mentioned in the Data Sheet.

3. PREPARATION OF PROPOSAL

- 3.1 Agency are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the Technical Proposal, Agency are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Agency must give particular attention to the following without fail and all conditions from 3.3 (a to i) & 3.4 are mandatory conditions for evaluations.
- a. The tenderer Should submit Income Tax paid returns documents for the Financial year of last two years (2019-20 & 2020-21)
 - b. The Tenderer should furnish the 2 years of work experience certificate minimum collection of Rs. 25.00 lakhs per year, issued from Government/ Government under taking firms regarding collection of Vehicle parking fee (2019-20 And 2020-21)
 - c. Tenderer or Agency should produce records showing his annual turnover minimum of Rs.50.00 Lakhs per year in last 2 financial years of (2019-20, 2020-21)
 - d. Tenderer or Agency should submit the Latest Valid Registration Certificate from the Labour Department.
 - e. Tenderer or Agency should submit the Certified valid GST Registration Certificate.
 - f. Tender participants should have their Income tax department Permanent Account Number (PAN) should be attached with tender
 - g. Tenderers should provide valid ESI and EPF Registration Certificate.
 - h. Tenderer should produce valid Company Registration Certificate.

Note: 1) All the above technical proposal documents should be certified by notary and submitted in the e-procurement portal.

2) All above technical qualification criteria documents are compulsory and should be uploaded in e-procurement portal, any one of these above technical qualification criteria documents not uploaded / submitted then it will be disqualified.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the Agency's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each contract, the outline should indicate, inter alia, the profiles and names of the staff provided, contract amount, and firm's involvement.
- (ii) A description of the methodology and work plan for performing the entrance & parking fee collection at Sri Chamarajendra Park (Cubbon Park). (Section 3C).
- (iii) Any Additional information requested in the data sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, Agency are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4).

3.7 Agency shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, If the Client wishes to extend the validity period of the contract, the Agency who do not agree have the right not to extend the validity of their contract.

- a. The Tenderer should not impose any pre terms and conditions.
- b. Successful tenderer should pay the approved bid amount in Two installment approved by the Director of Horticulture before signing the agreement paper. **(Minimum 7 days time only after the approval from Director of horticulture)**

If the successful tender fails to pay the approved amount within 7 days after the approval from Director of horticulture, then the said tenderer will be black listed and his EMD will be forfeited.

- c. The Successful tenderer should execute an agreement in a stamp paper of Rs.1000/- Value per the above said Conditions before the Commencement of work. The work order will be issued only after the agreement.
- d. **Five Percent** of the approved Tendered amount has to be given as Security Deposit before entering in to the agreement, which should be given in the form of Demand Draft favoring Member Secretary, Suvarna Karnataka Udyanavangala Pratistana, Lalbagh, payable at Bangalore, which can be refunded after successful completion of the tender period (24 months) without any interest.
- e. The Further Security Deposit lodged/paid by a contractor shall be refunded to him after

24 months from the date of agreement of the service or until the contract period remains valid without any interest. During which period the work should be maintained by the Contractor in good order.

General Conditions:

- a) Tenderer who wish to participate in tender should apply through e-procurement process which can be obtained by logging on www.eproc.karnataka.gov.in No preconditions should be mentioned/put while submitting tender.
- b) Tenderers who have registered under e-Government dept. may participate through **e-procurement system.**
- c) Tenderer must visit the place of work before applying the tender otherwise the tenderer must take all the information about the place of work and assignment. Reports to be issued by the Agency as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the contract personnel have a working knowledge of the Client's official language.
- d) Tenderer should show the original documents during opening of tender
- e) The entry fee for the garden and vehicle parking fee should be collected from morning 08.00am to 7.00pm as per the rate prescribed by the department shown in DATA SHEET.(Exception for Government and departmental office vehicles). The garden remains closed on every Sunday and on every second Saturday and Fourth Saturday of every month and 3 National holidays namely August 15th , Oct 2nd and Jan 26th and on all Government holidays as per Government decision during the tender period.
- f) The successful tenderer should make arrangements for ticket counter at their own cost.
- g) **Successful bidder should obtain permission from concerned department officer to have their own Electronic Ticket machine for issuing of Tickets. Boards and sign boards giving details of ticket rates should be placed for public convenience.**
- h) Successful tenderers should bear the facility of electronic billing of ticket and there shall be no provision of publishing any commercial advertisements on tickets. There is provision for the Slogans which are of public interest/related to development of horticultural activities proposed by the department. The concerned officer has the rights to check tickets at any time.
- i) If the successful tenderer collects excess fee amount more than the prescribed rate fixed by the department, a penalty of Rs. 5000.00 for the first time, Rs. 10000.00 for the second time will be collected and for third time failure the tender will be cancelled and the security deposit will be forfeited.
- j) **Successful bidders/ tenders should be polite and courtesies dealing with department staff, visitors and public. No arrogance and violent seams are encouraged. If found guilty in this regard tender contract shall be cancelled without notice.**
- k) Area prescribed for parking will be the area of Parking. Parking in non prescribed area is not encouraged. The successful bidder should be ready for a place availability change as per government decision and should have to be agreed upon without any conditions.

- l) Tenderer / Bidders should not transfer the collection rights to others and any loss to tenderers/ bidders will not be fulfilled by Department of Horticulture.
- m) If the authority feels that the amount quoted by the bidders is not up to the expected level of government rate then the right of re-tendering is held with the under signed authority.
- n) In case of theft of any parked vehicles, any major damaged caused, successful tenderers / bidders will be held responsible. Security of vehicle will be the risk of successful bidders.
- o) If successful bidders violate any conditions their entire Security Deposit amount will be forfeited by the Director of Horticulture.
- p) Only Bidder /Tenderers shall be allowed while opening of the tender.
- q) Successful bidders should pay their employees as per the Minimum Wages prescribed as per the department of labour in time to time there in force
- r) If any information furnished by the applicant is found to be incorrect then they will be liable to be debarred from tendering.
- s) Maximum Tender price should be quoted for Two year (730 Days) only.
- t) One tenderer should submit only one tender. Submission of more than one tender form will not be considered.
- u) Director of Horticulture, Lalbagh, Bangalore reserves the right to fix the tender schedule / duration.
- v) Excluding the EMD of first and second H1 bidders (Tenderer) all others EMD will be refunded after the completion of tender process. The EMD of 1st and 2nd highest tenderer will be refunded after acceptance of tender proposal.
- w) No extension of tender period (730 day) is encouraged after the completion of tender period. If require extension of tender period rights reserves with Director of Horticulture.
- x) The rejection of the tender by the authorized officer for non-compliance of the terms and conditions shall be final and the authorized officer has the absolute right to reject the bid without assigning any reason therefore.
- y) In case complaint received from concern Officer/ Staff , the action will be initiated against to the tender by the department official
- z) Sub tender will not be allowed.
- aa) According to labour Act, tenderer should not utilize the services of children of below 18 years age.
- bb) Tenderer should have experienced Staff and they should have uniform and valid identity card.
- cc) Care should be taken not to damage / spoil the basic amenities of the park such as, plant wealth, pipelines, sprinklers, kerb stones, ornamental grills etc, in the landscaping area. In case of damage, the concerned contractor is solely responsible for the caused and suitable fine will be levied for the same.
- dd) Maximum rate should be quoted (for entire Two year period) exclusive of GST and all other applicable Taxes. GST and other applicable GST should be paid by the approved contractor or agency and paid receipt should be submitted to the concerned office on monthly regular basis.

- ee) The tenders, who are not able to fulfill the conditions or the tenderers with incomplete information will be rejected at the time of opening of the tender.
- ff) The right of accepting or rejecting the tender will be reserved with Director of Horticulture.
- gg) As per government rules, tenderer should abide to the taxes applicable from time to time.
- hh) It is the prime responsibility of the approved tenderer to take precautionary measures in order to safeguard their workers. During the time of work any accident, injuries or death to the workers, the approved tenderer is solely responsible.

SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS:

ENTIRELY THROUGH E-PROCUREMENT PROCESS

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any Agency wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Agency's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the Director of Horticulture as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of quality is completed, the Deputy Director of Horticulture, Cubbon Park, Bengaluru shall notify those Agency whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the Agency that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the Agency' representatives who choose to attend. The name of the Agency, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Deputy

Director of Horticulture, Sir chamarajendra park, Bengaluru shall prepare minutes of the public opening.

- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The Tender calling authority will select the Highest cost proposal ('evaluated' price). The selected Agency will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract made by the firm to improve the Terms of Reference. The Client and Agency will then work out final Terms of Reference, and bar charts indicating activities, staff, periods in the field and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Agency Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Contract.
- 6.2 Having selected the Agency on the basis of, among other things, an evaluation of collection of levy, the Client expects to negotiate a contract on the basis of the annual collection of the contract. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the contract.
- 6.3 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Agency will initial the agreed contract. If negotiations fail, the Client will invite the agency who has quoted the second highest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Agency on the shortlist that they were unsuccessful and return the Financial Proposals of those Agency who did not pass the technical evaluation (para 5.3)
- 7.2 The Agency is expected to commence the contract on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Agency who submitted the proposals or to other persons not officially concerned with the process, until the winning Agency has been notified that it has been awarded the contract

DATA SHEET

Information to the Agency

Clause Ref.	Particulars	Information																																																											
1.1	Name of the client	DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK, BANGALORE																																																											
	The method of selection is	High Cost Selection (HCS) (Agency which quote highest rate)																																																											
1.2	A Technical and a Financial Proposal is requested	Yes																																																											
	Name, objectives and description of Assignments are	<p>PROVIDING SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE PARKING EVERY DAY AT Sri Chamarajendra (Cubbon) Park, Bangalore -01 as detailed in the table</p> <p>Parking Places Details:</p> <ol style="list-style-type: none"> 1. Main gate of Queen Victoria Statue to King Edward Statue only one side 2. Java fig Avenue Road (Back Road of KSLTA) <p>Time:8.00 Am to 7.00 Pm</p> <p>Note:</p> <p>I. The Vehicle Parking days ,place and Timings availability changes as per government decisions shall have to be agreed upon without any conditions.</p>																																																											
		<p style="text-align: center;">Approved fees for the vehicle parking are as follows:</p> <table> <tr> <th>Sl</th><th>Particulars</th><th>Fee (Rs.) INCLUDING G.S.T</th></tr> <tr> <td rowspan="3">A.</td><td rowspan="3">Two Wheeler, Motor Bike, Scooter Etc., (Per)</td><td>First 3 Hours period</td></tr> <tr> <td>15</td></tr> <tr> <td>After 3 Hours to 6 hours</td></tr> <tr> <td></td><td></td><td>15+30</td></tr> <tr> <td></td><td></td><td>After 6 Hours additional fee per each hour</td></tr> <tr> <td></td><td></td><td>15+30+10+....</td></tr> <tr> <td rowspan="3">B.</td><td rowspan="3">Car, Maruthi Van, Yellow Board Car, Taxi (Per)</td><td>First 3 Hours period</td></tr> <tr> <td>25</td></tr> <tr> <td>After 3 Hours to 6 hours</td></tr> <tr> <td></td><td></td><td>25+50</td></tr> <tr> <td></td><td></td><td>After 6 Hours additional fee per each hour</td></tr> <tr> <td></td><td></td><td>25+50+10+...</td></tr> <tr> <td rowspan="3">C.</td><td rowspan="3">Matador, Maxi Cab, Minivan, Other Light Vehicles (Per)</td><td>First 3 Hours period</td></tr> <tr> <td>80</td></tr> <tr> <td>After 3 Hours to 6 hours</td></tr> <tr> <td></td><td></td><td>80+160</td></tr> <tr> <td></td><td></td><td>After 6 Hours additional fee per each hour</td></tr> <tr> <td></td><td></td><td>80+160+20+...</td></tr> <tr> <td rowspan="3">D.</td><td rowspan="3">Mini Bus (Per)</td><td>First 3 Hours period</td></tr> <tr> <td>100</td></tr> <tr> <td>After 3 Hours to 6 hours</td></tr> <tr> <td></td><td></td><td>100+200</td></tr> <tr> <td></td><td></td><td>After 6 Hours additional fee per each hour</td></tr> <tr> <td></td><td></td><td>100+200+40+...</td></tr> </table>	Sl	Particulars	Fee (Rs.) INCLUDING G.S.T	A.	Two Wheeler, Motor Bike, Scooter Etc., (Per)	First 3 Hours period	15	After 3 Hours to 6 hours			15+30			After 6 Hours additional fee per each hour			15+30+10+....	B.	Car, Maruthi Van, Yellow Board Car, Taxi (Per)	First 3 Hours period	25	After 3 Hours to 6 hours			25+50			After 6 Hours additional fee per each hour			25+50+10+...	C.	Matador, Maxi Cab, Minivan, Other Light Vehicles (Per)	First 3 Hours period	80	After 3 Hours to 6 hours			80+160			After 6 Hours additional fee per each hour			80+160+20+...	D.	Mini Bus (Per)	First 3 Hours period	100	After 3 Hours to 6 hours			100+200			After 6 Hours additional fee per each hour			100+200+40+...
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1.3	Contract is Phased Manner	No Contract starts from Two year from date of approval																																																											
1.4	A pre bid conference will be held	Yes 17-05-2022 Time: 11:00 Hrs At Deputy Director of Horticulture, Cubbon Park																																																											
	Name & Address, Telephone No. of the Client officials	Deputy Director of Horticulture, Cubbon Park Telephone: 080-22864125																																																											
1.5	The Client will be provide inputs	Required information will be provided during pre bid meeting/conference if any																																																											

- 1.7.2 The Client envisages the need for continuity for downstream work: No
- 1.9 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
- 2.1 Clarifications may be requested during pre-proposal conference dated 17-05-2022 at 11.00 Hrs.
- 3.1 Proposals should be submitted in the following language(s): Kannada/English
- 3.3 (i). Shortlisted agency may associate with other shortlisted agency : No
(ii). Reports which are part of the assignment must be written in the following language: Kannada/English
- 3.10 Proposals must remain valid 90 days after the submission date
i.e. until: from the last date of tender
- 4.3 Agency must submit documents as per the **e-Procurement** norms.
- 4.4 The proposal submission address is: e-Procurement process
- 4.5 Proposals must be submitted no later than the following date and time: 27-05-2022 at 17:30 Hrs
- 4.6 The Address of negotiation is: Deputy Director of Horticulture, Cubbon Park, **Bangalore- 560 001**
- 4.7 The Contract is expected to commence on Contract starts from Two year from date of approval from our Deputy Director of horticulture at **Sri Chamarajendra (Cubbon) Park, Bangalore -01.**


DEPUTY DIRECTOR OF HORTICULTURE
CUBBON PARK, BENGALURU
28/4/22

SECTION 3: *TECHNICAL PROPOSAL-STANDARD FORMS*

3A. TECHNICAL PROPOSAL SUBMISSION FORM

3B. AGENCY'S REFERENCES.

3C. DESCRIPTIONS OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE PARKING (Every Day) AT Sri Chamarajendra (Cubbon) Park, Bangalore -01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

Sir,

Subject: Submission of Technical proposal for SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE (Every Day) AT **Sri Chamarajendra (Cubbon) Park, Bangalore -01** FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal **dated 28-04-2022** and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal.

The following documents are submitted with the Technical bid in the e-procurement portal.

Sl. No.	Type of Document	Submitted (Yes/No)
1	EMD of Rs.1,10,000/-	
2	The tenderer Should submit Income Tax paid returns documents for the financial year of last two years (2019-20 &2020-21)	
3	The Tenderer should furnish the 2 years of work experience certificate minimum collection of Rs. 25.00 lakhs per year, issued from Government/ Government under taking firms regarding collection of Vehicle parking fee(2019-20 And2020-21)	
4	Tenderer or Agency should produce records showing his annual turnoverminimum of Rs.50.00 Lakhs per year in last 2 financial years of (2019-20, 2020-21)	
5	Tenderer or Agency should submit the Latest valid Registration Certificate from the Labour Department.	
6	Tenderer or Agency should submit the Certified valid GST Registration Certificate.	
7	Tender participants should have their Income tax department Permanent Account Number (PAN) should be attached with tender	
8	Tenderers should provide valid ESI and EPF Registration Certificate.	
9	Tenderer should produce valid Company Registration Certificate.	
10	The Tenderer should submit entire Standard Tender Document after ensuring that all the pages have been signed by the tenderer himself	

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

We remain

Yours sincerely,

Authorized Signature:
Name and Title of
Signatory: Name of
Consultant: Address:

3B. AGENCY'S REFERENCES

Relevant Services Carried Out in the Last Two Years That Best Illustrate Qualifications

Using the format below, provide information on each reference Contract for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Entry & Parking fee collection of Your Firm/entity:
Name of Client:	No. of Staff:
Address:	No. of Staff involved in this Collection process-
Start Date (Month/Year): Completion Date (Month/Year):	Approx. Value of Contract (Rs.):
Name of Associated Consultants, if any:	:
Name of Directors(Project Director/Coordinator, Team Leader) involved in the collection process performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Agency's Name:

AGENCY'S NAME:

3C. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PROVIDE THE SERVICE DAILY FEE COLLECTION FOR VEHICLE PARKING (Every Day) AT Sri Chamarajendra (Cubbon) Park, Bangalore -01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

**SECTION 4:
FINANCIAL PROPOSAL –STANDARD FORMS.**

4A. FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Agency)

TO: (Name and Address of Client)

Sir,

Subject: Submission of Financial proposal for for SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE PARKING (Every Day) **Sri Chamarajendra (Cubbon) Park, Bangalore -01** FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

We, the undersigned, offer to provide the contract services for the above in accordance with your Request for Proposal **dated: 28-04-2022** and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of Rs. mentioned in the below table

Sl. No.	Particulars	(Rupees) Contract starts from Two year from date of approval
01	<p>PROVIDING SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE PARKING EVERY DAY AT Sri Chamarajendra (Cubbon) Park, Bangalore -01 as detailed in the table</p> <p>Parking Places Details:</p> <p>1. Main gate of Queen Victoria Statue to King Edward Statue only one side</p> <p>2. Java fig Avenue Road (Back Road of KSLTA)</p> <p>Time:8.00 Am to 7.00 Pm</p> <p>Note:</p> <p>I. The Vehicle Parking days ,place and Timings availability changes as per government decisions shall have to be agreed upon without any conditions.</p>	<p>(Rupees in words. _____)</p>

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

Note:

- 1) Maximum rate should be quoted (for entire Two year period) exclusive of GST and all other applicable Taxes. GST and other applicable taxes should be paid by the approved contractor or agency and paid receipt should be submitted to the concerned office on regular basis.
- 2) The fees fixed by the Government as mentioned in the Data sheet is inclusive of GST. No extra charges should be collected from the visitors.

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

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

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address

SECTION V. TERMS OF REFERENCES

1. BACKGROUND OF THE CONTRACT.
2. A CONCISE STATEMENT OF CONTRACT OBJECTIVES.
3. AN OUTLINE OF THE CONTRACT TO BE CARRIED OUT.
4. DESCRIPTION AND METHODOLOGY OF PLAN OF CONTRACT.
SCHEDULE FOR SERVICE DAILY FEE COLLECTION FOR VEHICLE PARKING
(Every Day) AT SRI CHAMARAJENDRA (CUBBON) PARK, BANGALORE-01 FOR
A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL
5. AGENCY RESPONSIBILITY FOR THEFT & DAMAGES OF PUBLIC VEHICLES.

SECTION VI: CONTRACT FOR THE PROVIDING THE SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE PARKING (Every Day) AT SRI CHAMARAJENDRA (CUBBON) PARK, BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

Between

DEPUTY DIRECTOR OF HORTICULTURE
CUBBON PARK

And

(Name of the Agency)

Date

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200_, between, on the one hand, _____ (hereinafter called the "Deputy Director of Horticulture, Cubbon Park, Bengaluru ") and, on the Other hand, _____ (hereinafter called the "Bidder").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:*

"... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under _____ this Contract, namely, _____ and _____ (hereinafter called the "Bidder.") "]

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Special Conditions of contract (hereinafter called "SC");
- (c) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Services and Facilities to be provided by the Client
 - Appendix E: Breakdown of Contract Price

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.

1. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
Director OF
HORTICULTURE

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[Note: If the agency consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF
EACH OF THE MEMBERS OF
THE CONTRACTOR.

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative) etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL

PROVISIONS 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Agency consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Agency' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Agency, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Agency or by any Sub-Agency as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A; and
- (m) "Sub-Agency" means any entity to which the Agency subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

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

1.3 **Language**

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

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

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

1.7 **Taxes and Duties**

The Agency shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. **Commencement, Completion, Modification and termination of Contract**

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Agency shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Suspension:

The Client may by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

2.7 Termination

2.7.1 By the Director of Horticulture

The Director of Horticulture may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Agency, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- a. if the Agency do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b. if the Agency (or any of their Members) become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Department of Horticulture, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Department of Horticulture of the benefits of free and open competition.

- e. if the Director of Horticulture, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

3. Obligations of the Agency:

3.1 General

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

3.2.4 Prohibition of Conflicting Activities

Neither the Agency nor their Sub-Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- b. After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Agency, their Sub-Agency, and the Personnel of either of them shall not, either during the term or within Two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Agency - Not applicable

3.5 Agency' Actions Requiring Client's Prior Approval - Not applicable

3.6 Reporting Obligations

The Agency shall submit to the Client the reports and documents specified in Appendix B in the form, daily collection set forth in the said Appendix.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Agency and the Personnel and any Sub-Agency employed by the Agency for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Agency, Sub-Agency and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Agency and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Agency as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the Services, (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Agency as a result thereof.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services: Not applicable

6.4 Terms and Conditions of Payment

Payments will be made to the account of the client and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Agency of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met.

6.5 Interest on Delayed Payments

If the Agency has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Client for each day of delay at the rate stated in the SC.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

1.1 (h) The Member In charge is _____

1.2 Client Address: Office of the Deputy Director of Horticulture, Cubbon Park,
Bengalore-560 001

Agency Address:

1.3 Authorized Representatives are

For Client : Deputy Director of Horticulture, Cubbon Park,
Bengalore-560 001

For Agency : _____

1.4 The Agency and personals shall pay the taxes, duties, fees, levies and other impositions, levied under the existing, amended or enacted laws during the life of this contract and the client shall perform such duties in regard to the deduction of such tax as may lawfully imposed.

1.5 The date on which this contract shall come into effect is: Immediately

1.6 The time period shall be commenced within 15 days

1.7 The period of contract is 24 months only (i.e. Contract starts from Two year from date of approval).

1.8 The agency shall not use these documents for the purposes un related to this contract without prior written approval client.

1.9 The Agency should not sub contract for any agency.

1.10 The Estimate amount More than Rs.55.00 Lakhs

1.11 Payment Schedule:

Successful tenderer should pay the Full approved bid amount in Two installment approved by the Director of Horticulture before signing the agreement paper.

1.12_ Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
- (d) **Arbitration Rules:** Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.
- (e) **Substitute Arbitrators:** If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
- (f) **Qualification of Arbitrators:** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2. hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.
- (g) In any arbitration proceeding hereunder: proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore, the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (h) **Miscellaneous:** In any arbitration proceeding hereunder: proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore, The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

APPENDIX A: DESCRIPTION OF SERVICES

AGENCY SHOULD PROVIDE THE SERVICE FOR DAILY FEE COLLECTION FOR VEHICLE PARKING (Every Day) AT SRI CHAMARAJENDRA (CUBBON) PARK, BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL

Under the following conditions.

1. The Agency should maintain Public Crowd Management.
2. Fees should collect as per the prescribed Rates.
3. The Agency should monitor their staff behavior with public.
4. The Agency should responsible for theft and damages of the public Vehicles.
5. During the Holidays and Saturday, Sunday's more staff to be deployed to easy manage of the crowd and traffic.

APPENDIX B: REPORTING REQUIREMENTS (FORMAT)

MONTHLY REPORT FOR DAILY FEE COLLECTION FOR VEHICLE PARKING (Every Day) AT
SRI CHAMARAJENDRA (CUBBON) PARK, BANGALORE-01 FOR THE MONTH OF _____

SL	DATE	Amount(Rs.)
01	01-06-2022	
02		
03		
04		
05		
06		
	30-06-2022	

ANNEXURE C: FORM OF BANK GUARANTEE FOR CONTRACT

(Reference SC Clause 6.4 of Contract) (To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") (scope of work) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding Two year), as may be desired by M/s. _____ on whose behalf this guarantee has been given. Dated this _____ day of _____

19 _____ at _____.

WITNESS

1. (signature)

2. (signature)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney No. _____ Attorney as per Power of _____
Dated _____

Note: The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India.