

GOVERNMENT OF KARNATAKA
(DEPARTMENT OF HORTICULTURE)

REQUEST FOR PROPOSAL

Short Term Tender

**INSTALLATION OF BARRICADE, CHAIRS AND TABLES ON RENTAL
BASIS FOR JANUARY 2024 FLOWER SHOW AT LALBAGH GARDENS
BANGALORE THROUGH E-PROCUREMENT IN 2-COVER SYSTEM**

DEPUTY DIRECTOR OF HORTICULTURE,
LALBAGH BOTANICAL GARDEN
BANGALORE-560004,
PHONE: 080-26578184

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SECTION I. LETTER OF INVITATION
Office of the Deputy Director of Horticulture
Lalbagh gardens, Lalbagh Bangalore.

No. DDH/LBG/SKUP/CW1/89/2023-24

Dated:11/12/2023.

TENDER NO.KSHD/2023-24/SE0137

Deputy Director Of Horticulture, Lalbagh Gardens, Lalbagh Bangalore Invites Short Term Tender for Installation of Barricade, Chairs and Tables on Rental Basis for January 2024 Flower Show at Lalbagh Gardens, Bangalore through E-Procurement <https://kppp.karnataka.gov.in> in 2-Cover System.

Short Term Tender is invited through GOK e-Procurement platform <https://kppp.karnataka.gov.in> from the reputed and experienced contracting agencies who are experienced in Installation of Barricade, Chairs and Tables on Rental Basis for January 2024 Flower Show at Lalbagh. This Tender is called as per the KTPP Act. The tender documents can be downloaded through e-Procurement portal i.e. <https://kppp.karnataka.gov.in>

The bidder should pay **Rs.10,000/- (Rupees Ten Thousand Only) towards EMD** along with technical bid.

1. The agency will be selected under Low Cost Selection (LCS) procedures described in the RFP. (i.e. The Agency which quoted Lowest rate)
2. Estimate Cost of Tender including GST amount is Rs. 4,00,000/-
3. The RFP includes 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
4. Date of notification : 18/12/2023
5. Tender Closing Date : 27/12/2023
6. Technical bid opening Date : 29/12/2023
7. Financial bid opening Date : 30/12/2023 OR After completion of technical bid evaluation.

Deputy Director of Horticulture
Lalbagh Botanical Garden,
Bangalore

SECTION II: 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 through e-procurement portal. 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.
- 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 Lalbagh Garden 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 will provide the inputs specified in the Data Sheet, assist the firm inspecting at Lalbagh premises and find area comes under maintenance, 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 Lalbagh, Deputy Director are not reimbursable as a direct cost of the Tender; and (ii) the Deputy Director of Horticulture, Lalbagh 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 (a) 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 The Department of Horticulture (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.
- 1.11 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 (d).
- 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:
- a) Tenderers who wish to participate in tender should apply through e-procurement process which can be obtained by logging on to <https://kppp.karnataka.gov.in> No preconditions should be mentioned while submitting tender.
 - b) Tenderers who have registered under e-Governance Department may participate through **e-procurement** system.
 - c) Tender participants who wish to participate in Tender process should examine the work place at Lalbagh garden.
 - d) 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.

- e) If successful bidders violate any conditions their entire EMD and Security Deposit amount will be forfeited by the Department of Horticulture.
- f) The Director of Horticulture reserves the right to postpone / cancel the tender period without assigning any reason thereof.
- g) If any information furnished by the applicant is found to be incorrect then they will be liable to debarred from tendering.
- h) Director of Horticulture, Lalbagh, Bangalore reserves the right to fix the tender schedule/ duration.
- i) Persons who are interested in submitting tender form shall submit their tender along with prescribed Earnest money deposit (EMD) through e-procurement portal.
- j) Excluding the EMD of first lowest bidders (Tenderer) all others EMD will be refunded after the completion of tender process. The EMD of successful tenders will be refunded after successful and satisfactory completion of tender period. No interest will be paid to deposited EMD amount.
- k) Successful tenderer should execute an agreement with the concerned officer on Rs.500 Non Judicial Stamp paper as per the proforma of agreement.
- l) No extension of tender period is encouraged after the completion of tender period. If require extension of tender period rights reserves with Director of Horticulture.

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) 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 Bidders should not upload the Financial Proposal in the Technical Bid Document.

3.9 The Bidders are directed to quote the Final Rates in Financial bid including GST and Other Taxes and Service Charges

3.10 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 shall extend the validity of their contract.

4. 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 Tender evaluation committee 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. 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 submit the Pre Qualification criteria documents in as mentioned in the tender document as per 8.11.

Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of the Technical Proposals, the Deputy Director of Horticulture, Lalbagh shall open the financial proposals of those bidders whose technical proposals are accepted by the Tender evaluation committee.
- 5.5 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have covered 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.
- 5.6 The Tender calling authority will select the bidder who has quoted least price for all the items put together (Lumpsum).

6. NEGOTIATIONS

- 6.1 As per KTPP Act and Finance Department Guidelines.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded to the agencies who have quoted least price after fulfilling all the terms of reference mentioned in the tender document.
- 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 Reference	Particulars	Information
1.1	Name of the client	Deputy director of Horticulture Lalbagh Botanical Garden, Bangalore 560004.
	The method of selection is	Low Cost Selection (LCS) (Agency which quoted Lowest rate) (Lumpsum)
1.2	A Technical and a Financial Proposal is requested	Yes
	Name, objectives and description of Assignments are	Installation of Barricade, Chairs and Tables on Rental Basis for January 2023 Flower Show at Lalbagh
1.3	Contract is Phased Manner	Contract is for Approximately 15 to 20 days
1.4	Name & Address, Telephone No. of the Client officials	Smt. KUSUMA G Deputy Director of Horticulture Lalbagh Bangalore. Off: 080-26578184
1.5	The Client will be provide inputs	Required Inputs will be provided through mail id:ddhlbg@gmail.com

- 8.2 The Client envisages the need for continuity for downstream work: No
- 8.3 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
- 8.4 **Clarifications may be requested during office hours till dated:27/12/2023 at 17.00 Hrs.**
- 8.5 Proposals should be submitted in the following language(s): **Kannada/English**
- 8.6 (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**
- 8.7 Proposals must remain valid 90 days after the submission date i.e. until from the last date of tender
- 8.8 Agency must submit documents as per the **e-Procurement** norms.
- 8.9 The proposal submission address is: Online through e-Procurement portal of Government of Karnataka
- 8.10 Proposals must be submitted no later than the following date and time 27/12/2023 at 17.30 Hrs
- 8.11 Prequalification evaluation criteria's (compulsory Documents to be uploaded by the Tenderer

SECTION III: *TECHNICAL PROPOSAL*

The Below mentioned documents are mandatory for Technical Bid Proposal.

Sl No.	Particulars
1	Valid Labour Registration Certificate / Firm / Individual Registration Certificate
2	Valid GST Registration Copy
3	Income Tax returns of the last 3 financial years (2020-21, 2021-22 and 2022-23)
4	Experience Certificate in Installation of Barricade, Chairs and Tables or Experience in similar nature of work done in Government Department / Institutions / Government Undertaking Sectors in any past three year
5	Turnover Certificate of Rs.15.00 lakhs for last 3 years 2020-21 and 2021-22, 2022-23 (cumulative) or on an average of Rs.5.00 lakhs per year during past 3 years dully attested by Chartered
6	Chartered Accountant Certificate of Firm / Company / Individual Net Worth of Rs.15.00 lakhs
7	Declaration / Affidavit – Non Blacklisted, not having any outstanding dues to Government, Not having Litigation with any Government Authorities with regard to Contracts.
8	Should provide valid document for having Registered Office or Branch Office in Karnataka

8.12 EMD of Rs.10,000/- should be submitted through e-procurement portal only.

8.13 The Contract is commencement date will intimate to the successful bidder after completion of tender process.

Deputy Director of Horticulture
Lalbagh Botanical Garden,
Bangalore

SECTION IV

Nature of Work should be undertaken as per the below Specifications

Sl. No	Particulars	Unit of Measure ment.	No of Units
1	Providing, Fixing & Removal of Barricading inclusive of all lead & lift, transportation charges and labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	Rft	4000
2	Providing, Fixing & Removal of Plastic Chairs inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	400
3	Providing, Fixing & Removal of Iron or Steel Chairs with Chain Locking to all Gates for Duty Staff's inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	60
4	Providing, Fixing & Removal of Dinning Table inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	250
	Providing, Fixing & Removal of Dinning Table with Frills inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	200

Note:

1. The number of Barricades, Plastic, Iron Steel Chairs and Dinning Tables may be increased or decreased by 25% of the total numbers during the contract based on the requirements.
2. Any Increase or Decrease in the Quantity of the said items will be paid on Pro rata Basis.

SECTION V: FINANCIAL PROPOSAL – STANDARD FORMS.

Sl. No	Particulars	Unit of Measurement.	No of Units	Lumpsum Rates (In Rs.)
1	Providing, Fixing & Removal of Barricading inclusive of all lead & lift, transportation charges and labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	Rft	4000	
2	Providing, Fixing & Removal of Plastic Chairs inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	400	
3	Providing, Fixing & Removal of Iron or Steel Chairs with Chain Locking to all Gates for Duty Staff's inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	60	
4	Providing, Fixing & Removal of Dinning Table inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	250	
5	Providing, Fixing & Removal of Dinning Table with Frills inclusive of all lead & lift, transportation charges and Labour charges etc., complete on hire basis (Necessity in Premises) Excluding Installation and Removal Days (Tentative Period 18/01/2024 to 28/01/2024 (11 Days))	No's	200	
	TOTAL AMOUNT INCULDING GST RS.			

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**".

- Note: 1) Bidders should quote the Lumpsum rates for the work mentioned in the above table**
2) Bidders are directed to quote the Rates in Financial bid including GST and other charges

SECTION VI. 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.

**INSTALLATION OF BARRICADE, CHAIRS AND TABLES ON RENTAL BASIS
FOR JANUARY 2024 FLOWER SHOW AT LALBAGH GARDENS, BANGALORE**

DEPUTY DIRECTOR OF HORTICULTURE
LALBAGH BANGALORE.

Date :

This CONTRACT (hereinafter called the "Contract") is made the day of the month of _____, 20__ , between, on the one hand, _____(hereinafter called the Deputy Director, and, on the other hand, _____ (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;

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

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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)

DEPUTY DIRECTOR OF HORTICULTURE LALBAGH GARDENS.

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By

(Authorized Representative)

[Note: If the agency consists 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 Charge' means the entity specified in the SC to act on their behalf in exercising all the Agency' 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;
- (i) "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)
- (j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (k) "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A; and
- (l) "Sub-Agency" means any entity to which the Agency sub contract 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 Prohibition of Conflicting Activities

Neither the 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, , 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.

4. Obligations of the Client

4.1 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.

4.2 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.

4. Contract Price

The Contract price is set forth in the SC.

5. Payment for Additional Services: Not applicable

6.1 Terms and Conditions of Payment

Every month after completion of work bill should be submitted to this office.

6.2 Interest on Delayed Payments

No interest will be paid for delayed payments.

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.

7.3 Tender process

All the tender process carried out as per the KTPP act and relevant guidelines and notification issued by Government of Karnataka.

III. SPECIAL CONDITIONS OF CONTRACT

Clause No.

GC

7.3 (h) The Member In charge is _____

7.4 Client Address: Office of the Deputy Director of Horticulture,
Lalbagh Gardens.

7.5 Agency Address:

7.6 Authorized Representatives are

For Client : Deputy Director of Horticulture
Lalbagh Gardens, Bangalore

For Agency : _____

8 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.

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

8.2 The time period shall be commenced within 15 days

8.3 The period of contract is Approximate 15 – 20 days only

8.4 The agency shall not use these documents for the purposes unrelated to this contract without prior written approval client.

8.5 The Agency should not sub contract for any agency.

IV. APPENDIX A: DESCRIPTION OF SERVICES

Agency should provide the services at the Lalbagh, Bangalore Karnataka under the following conditions.

1. Successful Bidder / Firm should execute the work as per the directions of the Departmental Officers.
2. Successful Bidder should take necessary safety of the Barricades, Tables and Chairs which are installed in the Lalbagh Botanical Garden.
3. If any loss of life or injuries happens to the Departmental Officers, Staff, Workers, Publics etc., due to the damaged or faulty installation of Barricades, Table and Chairs then the successful bidder should indemnify the concerned person.
4. The Barricades, Table and Chairs installed in the Lalbagh Botanical Garden should not interrupt or should not cause any damage to the General Public's or Workers.
5. If any untoward incident happens because of the faulty installed Barricades, Table and Chairs to the General Public or Visitors or Departmental Staff or to any person or any type of disturbance to the event, then the Successful Bidder / Firm will be held responsible for the damage.
6. If the Successful Bidder fails to execute the work as mentioned in the Section IV - Nature of Work then the Department reserves the right to deduct the amount in the final bill produced for the payment.