

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
(ತೋಟಗಾರಿಕೆ ಇಲಾಖೆ)

ಸಂ:ತೋಟಗಾರಿಕೆ:ಕು:ವಿ2:40:2020-21

ತೋಟಗಾರಿಕೆ ಉಪನಿರ್ದೇಶಕರ ಕಛೇರಿ ,
ಕಬ್ಬನ್ ಉದ್ಯಾನವನ , ಬೆಂಗಳೂರು ,
ದಿನಾಂಕ: 09-10-2020.

ಇ-ಟೆಂಡರ್ ಪ್ರಕಟಣೆ

ತೋಟಗಾರಿಕೆ ಉಪನಿರ್ದೇಶಕರು, ಶ್ರೀ ಚಾಮರಾಜೇಂದ್ರ ಉದ್ಯಾನವನ (ಕಬ್ಬನ್ ಪಾರ್ಕ್), ಬೆಂಗಳೂರು ರವರು ಶ್ರೀ ಚಾಮರಾಜೇಂದ್ರ ಉದ್ಯಾನವನ (ಕಬ್ಬನ್ ಪಾರ್ಕ್) ದ ಅಧೀನ ಬರುವ ಇಂದಿರಾಗಾಂಧಿ ಸಂಗೀತ ಕಾರಂಜಿಯ ಚಾಲನೆ ಮತ್ತು ನಿರ್ವಹಣೆ ಕಾರ್ಯಕ್ಕೆ ದ್ವಿ-ವಾರ್ಷಿಕ ಇ-ಟೆಂಡರ್ ನ್ನು E-Procurement Portal ಮೂಲಕ ದ್ವಿ ಲಕ್ಷೋಟಿ ಪದ್ಧತಿಯಲ್ಲಿ ಅಪ್ಲೋಡ್ ಮಾಡಲಾಗುತ್ತದೆ. ಹೆಚ್ಚಿನ ಮಾಹಿತಿಯನ್ನು <http://eproc.karnataka.gov.in> ವೆಬ್ ಸೈಟ್ ನಲ್ಲಿ ಹಾಗೂ ಈ ಕೆಳ ಸಹಿದಾರರ ಕಛೇರಿಯಿಂದ (ಸರ್ಕಾರಿ ಕೆಲಸದ ದಿನಗಳಲ್ಲಿ ಕೆಲಸದ ಅವಧಿಯಲ್ಲಿ) ಪಡೆಯಬಹುದಾಗಿರುತ್ತದೆ.

ಇ-ಟೆಂಡರ್ ವಿವರಗಳು ಈ ಕೆಳಕಂಡಂತಿದೆ

1	ಟೆಂಡರ್ ನ ಅಂದಾಜು ಮೊತ್ತ	ರೂ.31.17 ಲಕ್ಷಗಳು
2	ಆರ್ಜಿ ನಮೂನೆ ಶುಲ್ಕ	ಆರ್ಜಿ ಶುಲ್ಕವನ್ನು "e" Procurement government of Karnataka , ಬೆಂಗಳೂರು ರವರು ನಿರ್ದೇಶಿಸಿದಂತೆ ಪಾವತಿಸುವುದು.
3	ಇ.ಎಂ.ಡಿ	ರೂ. 1,50,000/- ಇ.ಎಂ.ಡಿ ಯನ್ನು "e" Procurement government of Karnataka, ಬೆಂಗಳೂರು ರವರ ಹೆಸರಿಗೆ ಪಡೆದು ಸಲ್ಲಿಸುವುದು.
4	ಭರ್ತಿ ಮಾಡಿದ ಟೆಂಡರ್ ದಾಖಲೆಗಳನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರ "ಇ" ಸಂಗ್ರಹಣೆ ಪೋರ್ಟಲ್ ಮೂಲಕ ಸಲ್ಲಿಸುವ ಕಡೆ ದಿನಾಂಕ ಮತ್ತು ವೇಳೆ	ದಿನಾಂಕ: 07-11-2020 ರಂದು ಸಂಜೆ 5.00 ಗಂಟೆಗೆ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ "ಇ" ಸಂಗ್ರಹಣೆ ಮೂಲಕ ಸಲ್ಲಿಸಬಹುದು.
5	Pre bid conference	ದಿನಾಂಕ: 20-10-2020 ಸಮಯ 12.00 ಗಂಟೆ ಯಿಂದ 1.00 ಗಂಟೆಯವರೆಗೆ
6	ತಾಂತ್ರಿಕ ಟೆಂಡರ್ ಫಾರಂಗಳನ್ನು ತೆರೆಯುವ ದಿನಾಂಕ ಹಾಗೂ ಸಮಯ	ದಿನಾಂಕ: 09-11-2020 ರಂದು 12.00 ಗಂಟೆಗೆ
7	ಆರ್ಥಿಕ ಟೆಂಡರ್ ಗಳನ್ನು ತೆರೆಯುವ ದಿನಾಂಕ ಹಾಗೂ ಸಮಯ	ದಿನಾಂಕ: 13-11-2020 ರಂದು 12.00 ಗಂಟೆಗೆ

ಟೆಂಡರ್ ನ್ನು ಪೂರ್ಣ ಇಲ್ಲವೇ ಭಾಗಶಃ ಅಂಗೀಕರಿಸುವ ಇಲ್ಲವೇ ತಿರಸ್ಕರಿಸುವ ಅಧಿಕಾರವನ್ನು ಟೆಂಡರ್ ಪ್ರಾಧಿಕಾರವು ಹೊಂದಿರುತ್ತದೆ.

ತೋಟಗಾರಿಕೆ ಉಪ ನಿರ್ದೇಶಕರು ,
ಕಬ್ಬನ್ ಉದ್ಯಾನವನ, ಬೆಂಗಳೂರು.

DDH/CP/SKUP/CW2/40/2020-21

**GOVERNMENT OF KARNATAKA
(DEPARTMENT OF HORTICULTURE)**

Request for Proposal

**REQUEST FOR PROPOSAL FOR RUN, OPERATE, ANNUAL MAINTAINENCE OF
COMPUTERISED MUSICAL DANCING FOUNTAIN AT INDIRA GANDHI MUSICAL
FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, 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**

CONTENTS

SECTION	DESCRIPTION	PAGE NO.
Section I	Letter of Invitation	3
Section II	Information to Agency (ITA)	4
	Data Sheet - Information to Agency	12
Section III	Technical Proposal - Standard Forms	14
Section IV	Financial Proposal - Standard Forms	17
Section V	Terms of Reference	18
Section VI	Contract for Agency's Services	
	I Form of Contract	20-21
	II General Conditions of Contract	22
	III Special Conditions of Contract	27
	IV Appendices	29-31

SECTION 1. LETTER OF INVITATION

OFFICE OF THE DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK

Tender No: DDH/CP/CW2/40/2020-21

Date:09-10-2020

Dear Sir/Madam

THE DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK invites Request for proposal for run, operate, annual maintenance of computerized musical dancing fountain and Payment of Electricity bill RR No. 2EP2845, RR No. 2EP2846 and RR No.2EC50005 on monthly basis and providing diesel and maintenance of 100 KVA generator installed near in to the control room and maintenance of electrical yard light at INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDIAH ROAD, BANGALORE-01 for a period of **Two year** from the date of approval through E-procurement in 2 cover System .

Tenders are invited through Government of Karnataka e-Procurement platform www.eproc.karnataka.gov.in from the reputed and experienced contracting agencies who are experienced in the service of running, operating annual maintenance of computerized musical dancing fountain 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.1,50,000/- (Rupees One lakh fifty 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 deposited EMD amount.

The agency will be selected under Low Cost Selection (LCS) procedures described in the RFP.

(I.e. the Agency which quoted lowest rate)

1. 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 |

2. Date of notification: 09-10-2020 at 11.00 Hrs
3. Period of sale of Tender Document :09-10-2020 To 07-11-2020
4. Last Date for sale of Tender Document : 07-11-2020 , At 5.00 p.m
5. Date of pre bid conference: 28-10-2020, At 12.00 p.m
6. Technical bid opening Date: 09-11-2020, At 12.00 a.m
7. Financial bid opening Date: 13-11-2020 At 12.00 a.m
8. PLACE OF OPENING OF TENDERS: DEPUTY DIRECTOR OF HORTICULTURE,
SRI CHAMARAJENDRA PARK (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 visit to the **INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, 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 Indira Gandhi Musical fountain, at old LRDE Complex, T Choudaiah road, Bengaluru to run, operate, annual maintenance of computerized musical dancing fountain, 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 Indira Gandhi Musical fountain, at old LRDE Complex, T Choudaiah road, Bengaluru are not reimbursable as a direct cost of the Tender; and (ii) the Deputy Director of Horticulture, Cubbon Park 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.

- 1.1. 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 (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 essential technical qualifications criteria which are mandatory.
- a. The Tenderer should produce at Last two years of 2018-19 and 2019-20 in work experience certificate from Government/Government Undertaking firms/Similar* firms in India in the field of Computerized Musical Fountain Maintenance.
 - b. The Tenderer should produce valid document regarding Class-I Electrical Contract License from Karnataka Electrical Department.
 - c. The Tenderer should produce valid GST Registration Certificate.
 - d. The Tenderer should produce valid ESJ & PF registration certificate.

- e. Income Tax paid returns documents for the assessment year of last 3 years 2018-19, 2019-20 & 2020-21
 - f. Tender participants should have their Income tax department Permanent Account Number (PAN)
 - g. Bidder should submit 2019-20 turnover in the field of Musical Fountain maintenance which should not be less than Rs.10.00 Lakhs in year
 - h. Minimum staff strength numbers required for the above said tender. (One operator + One Ast. Operator)
- 3.4 The Technical Proposal should provide the following additional information apart from the essential technical qualification criteria which are mandatory mentioned in 3.3 of technical proposal 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 maintenance of computerized musical fountain at Indira Gandhi Musical fountain. (Section 3C).
- 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. The Successful tenderer should execute an agreement is a stamp paper of Rs.500/- Value as per the above said conditions before start of contract work. The work order will be issued only after the agreement.
 - c. Five Percent (5%) of the Tendered amount has to be given as Security Deposit before entering in to the agreement, which should be given in the form of Bank Guarantee favoring Member Secretary, Suvarna Karnataka Udyanavangala Pratistana, Lalbagh, payable at Bangalore, which can be refunded after successful completion of the tender work period (12 months) without any interest.
 - d. The Further Security Deposit lodged/paid by a contractor shall be refunded to him after TWENTY YOUR months from the date of agreement of the service or until the contract period remain valid without any interest. During which period the work should be maintained by the Contractor in good order.

General Conditions:

1. 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.
2. Before under taking the Musical fountain Service the tenderer should discuss with the under signed Officer regarding Maintenance of the Musical Fountains system.
3. 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.
4. Tenderers who have registered under e-Government dept. may participate through **e-procurement system.**
5. Musical Fountain should be operated every day from 7.00 pm to 7.30 pm and 8.00 pm to 8.30 pm (Except Monday of every week, 2nd Tuesday of every month & selected govt. holidays the musical fountain show remain closed). However during the visits of VIP's, the Musical Fountain should be operated as per the directions of Director of Horticulture/Joint Director of Horticulture (Parks and Garden), Lalbagh and Deputy Director Horticulture, Cubbon Park.
6. The Successful tenders should maintain 100 KV diesel generator set and control room during the tender period. They should maintain and repair the entire system whenever necessary during the tender period. The tenderer, should also maintain all electrical yard lights and annual repair and maintenance of the entire system.
7. The successful tenderer should keep electrical panel, Relay control panel, Computer system and related parts in good condition. At any cost, the exhibition of musical fountain should not be affected, and the tenderer should maintain the entire system in a good condition from time to time. All the functional features of the musical fountain should be kept in good condition and operational.
8. The successful tenderer should pay the monthly electricity bill from time to time. The meter bears the RR No. 2EP2845, 2EP2846 and 2EC50005.
9. The successful tenderer is responsible to provide adequate water required to run the musical Fountain from his own expenditure and he should not utilize water from the garden for musical fountain purpose. The fuel for diesel engine should be purchased from the outside and used for the generator. Unofficial utilization of water and electricity from the garden leads to cancellation of the tender. The Musical Fountain should be cleaned every week and fresh water should be used every 15 days.
10. The Audio-System of Musical Fountain should also be maintained by the successful tenderer.
11. The Tenderer should have the Knowledge on programmable software based computerized Musical Fountain and he should demonstrate programming software and control hardware if necessary.

12. Any changes in Musical Fountain exhibition will be done by tenderer with prior consultation with the concerned officer. The successful tenderer should have the Collections of songs of CD's popular Music, patriotic songs, state anthem, Cinema music's Classical & Instrumental music and he should demonstrated before concerned authority/employer prior to adopt any changes.
13. The Successful tenderer is responsible to rectify technical default of the Musical System during the exhibition. However if he fails to correct the problem during both musical exhibition show timings (i.e., from 7.00 pm to 7.30 pm and 8.00 pm to 8.30 pm), the loss incurred due to technical default will be recovered from the tenderer to the tune of highest collection day of that month and if tenderer fails to correct the problem in any one of the show time, (i.e., from 7.00 pm to 7.30 pm or 8.00 pm to 8.30 pm), the loss incurred due to technical default will be recovered from the tenderer to the tune of 50% of the highest collection day of that month and which will intern be given to the Department of Horticulture (If the Department of Horticulture outsourced gate collection then the same amount will be paid to the approved tenderer)
14. The Security deposit fortified to the department, if the tenderer completely failed, any damage to the Musical Fountain and improper maintains of the Musical Fountain. Action will be taken to cancel the tender agreement and Legal proceedings will be executed.
15. The Successful tenderer should produce the bill for payment after certifying by the concerned officer. As per the Government rules applicable taxes will be deducted from the bill, tenderer should abide to the taxes applicable from time to time.
16. Any misunderstandings during the tender period, the orders/directions from the Director of Horticulture will be the final.
17. The right of accepting or rejecting the tender will be reserved with the Director of Horticulture.
18. Tenderer should show the original documents during opening of tender
19. Director of Horticulture reserves the right to postpone / cancel the tender period without assigning any reason thereof.
20. Only Bidder /Tenderers should be allowed while opening of the tender
21. If successful bidders violate any conditions their entire EMD amount will be forfeited by the Director of Horticulture.
22. 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
23. Strictly no child labour to be engaged for the said contract.
24. If any information furnished by the applicant is found to be incorrect then they will be liable to be debarred from tendering.
25. Minimum Tender price should be quoted for Two years (Two Year) only.

26. One tenderer should submit only one tender. Submission of more than one tender form will not be considered.
27. Director of Horticulture, Lalbagh, and Bangalore reserves the right to fix the tender schedule / duration.
28. Excluding the EMD of first and second 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. The EMD of second lowest tenderer will be refunded after acceptance of tender proposal by the first lowest tenderer.
29. The Successful tenderer should execute an agreement is a stamp paper of Rs.200/- Value as per the above said conditions before start of contract work. The work order will be issued only after the agreement
30. No extension of tender period (Two years) is encouraged after the completion of tender period. If require extension of tender period rights reserved with Director of Horticulture.
31. Sub tendering will not be allowed.
32. Tenderer should have experienced technical Staff, as employees specialized in maintenance of computerized musical dancing fountain system
33. 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 and suitable fine will be levied for the same. The musical fountain system and accessories supporting computers and devices and all other parts of the units should be operated and handled professionally, so has to not to cause any damage to the above said unit or parts. If any damage is caused, need to be replaced or rectified by the tenderer cost only.
34. Minimum rate should be quoted inclusive of all taxes as per the technical details provided in tender form.
35. As per K.T.T.P. act, after scrutinizing the tenders, deposits of all other tenderers will be returned except the successful tenderer. 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.
36. The tenders, who are not able to fulfill the conditions or the tenders with incomplete information will be rejected at the time opening of the tender.
37. 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.
38. Bill payment will be made after completion of assigned work in the specified time.
39. The Agency should responsible for theft and damages of the computerized musical dancing fountain system equipments. The tenderer should hand over the entire Musical system in good condition after the completion of the tender period.

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 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 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' authorized 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, Cubbon Park 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 lowest cost proposal. 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, and 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 annually 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 lowest 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 Reference	Particulars	Information														
1.1	Name of the client	DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK, BANGALORE														
	The method of selection is	Low Cost Selection (LCS) (Agency which quoted Lowest rate)														
1.2	A Technical and a Financial Proposal is requested	Yes														
	Name, objectives and description of Assignments are	FOR PROVIDING SERVICES FOR RUN, OPERATE, REGULAR MAINTAINENCE OF COMPUTERISED MUSICAL DANCING FOUNTAIN AT INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM. AS DETAILED IN THE TABLE														
		<table><tr><th>Sl</th><th>Particulars</th></tr><tr><td>A</td><td>Musical Fountain should be operated every day from 7.00 pm to 7.30 pm and 8.00 pm to 8.30 pm (Except Monday of every week, 2nd Tuesday of every month & selected govt. holidays the musical fountain show remain closed)</td></tr><tr><td>B</td><td>Maintenance of 100 KV diesel generator set and control room during the tender period with fuel</td></tr><tr><td>C</td><td>Maintenance of all electrical yard Lights and annual repair and maintenance of the entire system.</td></tr><tr><td>D</td><td>Payment of monthly electricity bill from time to time. The meter bears the RR No. 2EP2845, 2EP2846 and 2EC50005.</td></tr><tr><td>E</td><td>Cleaning of musical fountain system every week and change of water for every 15 days.</td></tr><tr><td>F</td><td>Maintenance and repair of the entire system whenever necessary during the tender period.</td></tr></table>	Sl	Particulars	A	Musical Fountain should be operated every day from 7.00 pm to 7.30 pm and 8.00 pm to 8.30 pm (Except Monday of every week, 2 nd Tuesday of every month & selected govt. holidays the musical fountain show remain closed)	B	Maintenance of 100 KV diesel generator set and control room during the tender period with fuel	C	Maintenance of all electrical yard Lights and annual repair and maintenance of the entire system.	D	Payment of monthly electricity bill from time to time. The meter bears the RR No. 2EP2845, 2EP2846 and 2EC50005.	E	Cleaning of musical fountain system every week and change of water for every 15 days.	F	Maintenance and repair of the entire system whenever necessary during the tender period.
Sl	Particulars															
A	Musical Fountain should be operated every day from 7.00 pm to 7.30 pm and 8.00 pm to 8.30 pm (Except Monday of every week, 2 nd Tuesday of every month & selected govt. holidays the musical fountain show remain closed)															
B	Maintenance of 100 KV diesel generator set and control room during the tender period with fuel															
C	Maintenance of all electrical yard Lights and annual repair and maintenance of the entire system.															
D	Payment of monthly electricity bill from time to time. The meter bears the RR No. 2EP2845, 2EP2846 and 2EC50005.															
E	Cleaning of musical fountain system every week and change of water for every 15 days.															
F	Maintenance and repair of the entire system whenever necessary during the tender period.															
1.3	Contract is Phased Manner	No Contract starts from Two year from the date of acceptance of said tender by our higher authority.														
1.4	A pre bid conference will be held	Yes Date: 28.10.2020 Time: 12:00 p.m DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK,BANGALORE														
	Name & Address, Telephone No. of the Client officials	DEPUTY DIRECTOR OF HORTICULTURE, CUBBON PARK,BANGALORE Telephone:(080)-22864125														
1.5	The Client will be provide inputs	Required Inputs will be provided during pre bid meeting/conference if any														

- 1.6 The Client envisages the need for continuity for downstream work: No
- 1.7 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
- 1.8 Clarifications may be requested during pre-proposal conference dated 28.10.2020.at 12.00 Hrs.
- 1.9 Proposals should be submitted in the following language(s): **Kannada/English**
- 1.10 (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**
- 1.11 Proposals must remain valid 90 days after the submission date
i.e. until: from the last date of tender
- 1.13 Agency must submit documents as per the **e-Procurement** norms.
- 1.14 The proposal submission address is: e-Procurement process
- 1.15 Proposals must be submitted no later than the following date and time: 07-11-2020at 5.00 p.m
- 1.16 The Address of negotiation is : **Deputy Director of Horticulture, Cubbon Park, Bangalore- 560 001**
- 1.18 The Contract is expected to commence on one year from the date of acceptance of the said tender by our higher authority at INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDIAH ROAD, BANGALORE-01.

ತೋಟಗಾರಿಕೆ ಉಪವಿಭಾಗದ ಅಧ್ಯಕ್ಷರು
ಕಬ್ಬನ ಬೀದಿ, ಬೆಂಗಳೂರು-1
DEPUTY DIRECTOR OF HORTICULTURE
CUBBON PARK, BANGALORE 5/10/2020

SECTION 3: *TECHNICAL PROPOSAL- STANDARD FORMS*

3A. TECHNICAL PROPOSAL SUBMISSION FORM

3B. AGENCY'S REFERENCES

**3C. DESCRIPTION OF THE METHODOLOGY AND WORK
PLAN FOR RUN, OPERATE, ANNUAL MAINTAINENCE OF
COMPUTERISED MUSICAL DANCING FOUNTAIN AT INDIRA
GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T.
CHOUDAIAH ROAD, 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 run, operate, annual maintenance of computerized musical dancing fountain and Payment of Electricity bill RR No. 2EP2845, 2EP2846 and RR No. 2EC50005 on monthly basis and providing diesel and maintenance of 100 KVA generator installed near in to the control room and maintenance of electrical yard light at INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, 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 [09-10-2020], 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	Type of Document	Submitted (Yes/No)
1	EMD of Rs.1,50,000/-	
2	Submission of Technical & Financial Bids	
3	Last two years of 2018-19 and 2019-20 in work experience certificate from Government/Government Undertaking firms/Similar firms in India in the field of Computerized Musical Fountain Maintenance.	
4	Valid Class-I Electrical Contract License from Karnataka Electrical Department	
5	Valid GST Registration Copy	
7	Valid ESI & PF Registration Certificate	
8	Valid Income Tax PAN Card copy	
9	Income Tax paid returns documents for the assessment year of last 3 years 2018-19, 2019-20 & 2020-21	
10	2019-20 turnover in the field of Musical Fountain maintenance which should not be less than Rs.10.00 Lakhs in year	
11	Minimum staff strength number required for the above said tender.	

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:	Key professional staff provided by Your Firm/entity: Maintenance of Computerized Musical Fountain System.
Name of Client:	No. of Staff:
Address:	No. of Staff involved in this Maintenance 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:	

AGENCY'S NAME:

3 C. DESCRIPTIONS OF THE METHODOLOGY AND WORK PLAN FOR RUN, OPERATE, ANNUAL MAINTAINENCE OF COMPUTERISED MUSICAL DANCING FOUNTAIN AT INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, 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

4A. FINANCIAL PROPOSAL SUBMISSION FORM

FROM: (Name of Agency)

TO: (Name and Address of Client)

Sir,

Subject: Submission of Financial proposal run, operate, annual maintenance of computerized musical dancing fountain and Payment of Electricity bill RR No. 2EP2845, 2EP2846 and RR No. 2EC50005 on monthly basis and providing diesel and maintenance of 100 KVA generator installed near in to the control room and maintenance of electrical yard light at INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDALAH ROAD, 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 09.10.2020 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	Monthly Amount (In Rs.)	2Year Amount (For 24 Months in Rs.)
	Operation of Musical Fountain every day from 7.00 pm to 7.30 pm and 8.00 pm to 8.30 pm (Except Monday of every week, 2 nd Tuesday of every month & selected govt. holidays the musical fountain remain closed) Maintenance of 100 KV diesel generator set and control room during the tender period with fuel, Maintenance of all electrical yard Lights and annual repair and maintenance of the entire system. Payment of monthly electricity bill from time to time. The meter bears the RR No. 2EP2845, 2EP2846 and 2EC50005. Cleaning of musical fountain system every week and change of water for every 15 days. Maintenance and repair of the entire system whenever necessary during the tender period. Inclusive of all applicable taxes		

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: Minimum rate should be quoted by the tenderer and for the minimum quoted rate, the tenderer should pay GST, Income Tax and all other applicable taxes to the government from time to time, apart from his minimum rate quoted for the particular tender.

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.
5. SCHEDULE FOR RUN, OPERATE, ANNUAL MAINTENANCE OF COMPUTERIZED MUSICAL DANCING FOUNTAIN AND PAYMENT OF ELECTRICITY BILL RR NO. 2EP2845 AND RR NO.2EC50005 ON MONTHLY BASIS AND PROVIDING DIESEL AND MAINTENANCE OF 100 KVA GENERATOR INSTALLED NEAR IN TO THE CONTROL ROOM AND MAINTENANCE OF ELECTRICAL YARD LIGHT AT INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL.
6. AGENCY RESPONSIBILITIES FOR THEFT & DAMAGES OF PUBLIC VEHICLES.

SECTION VI:

CONTRACT FOR PROVIDE THE SERVICE FOR RUN, OPERATE, ANNUAL MAINTAINENCE OF COMPUTERISED MUSICAL DANCING FOUNTAIN AT INDIRA GANDHI MUSICAL FOUNTAIN, AT OLD LRDE COMPLEX, T. CHOUDAIAH ROAD, BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEM.

Between

DEPUTY DIRECTOR 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") 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.

2.6 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's notice specifying such breach;
- (c) if, as the result of Force Majeure, the Agency is 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 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.

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.

5. Contract Price

The Contract price is set forth in the SC.

5.1 Payment for Additional Services: Not applicable

5.2 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.

5.3 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.

6. Settlement of Disputes

6.1 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.

6.2 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 The Member Incharge is _____

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

Agency Address:

1.3 Authorized Representatives are

For Client : Deputy Director of Horticulture ,
Cubbon Park, Bangalore

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.

1.5(1)The amount of contract is approximately Rs.31.17 Lakhs Two year.

1.6 The time period shall be commenced within 10 days.

1.7 The period of contract is 24 months only from the 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 Payment Schedule:

After the submission of monthly maintenance report, the bill certified by the concerned officer in charge, then payment will be made every month.

1.11 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 SERVICES FOR RUN, OPERATE, ANNUAL MAINTAINENCE OF COMPUTERISED MUSICAL DANCING FOUNTAIN AT INDIRA GANDHI MUSICAL FOUNTAIN, OLD LRDE COMPLEX, T. CHOUDAIAH ROAD BANGALORE-01 FOR A PERIOD OF TWO YEAR FROM THE DATE OF APPROVAL THROUGH E-PROCUREMENT IN 2 COVER SYSTEMS.

Under the following conditions.

1. The Agency should maintain Computerized Musical Fountain System
2. The Agency should monitor their staff behavior with public.
3. The Agency should responsible for theft and damages of the computerized musical dancing fountain system equipments. The tenderer should hand over the entire Musical system in good condition after the completion of the tender period.

APPENDIX B: REPORTING REQUIREMENTS (FORMAT)

MONTHLY REPORT FOR THE MAINTENANCE OF COMPUTERIZED MUSICAL SYSTEM AND OTHERS FOR THE MONTH OF _____

SL	DATE	MAINTAINANCE OF WORK DETAILS
01	01-12-2020	
02		
03		
04		
05		
06		
	31-12-2020	

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 forebear 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 years), 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 as per Power of
Attorney No. _____ Dated _____

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

