



KARIMNAGAR SMART CITY CORPORATION LTD.

REQUEST FOR PROPOSAL (RFP)

For

Consultancy for preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Abled People / Children in Karimnagar under Smart City Mission

Issued on:

**KARIMNAGAR SMART CITY CORPORATION LTD,
KARIMNAGAR**



Disclaimer

The information contained in this bid document (“BD”) whether subsequently provided to the bidders, (“Bidder/s”) verbally or in documentary form by Karimnagar Smart City Corporation Limited (henceforth referred to as “KSCCL” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This BD is not an agreement and is not an offer or invitation to any party. The purpose of this BD is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“Bid”). This BD includes statements, which reflect various assumptions and assessments arrived at by KSCCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the MD, KSCCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this BD and to seek its own professional advice from appropriate sources.

Information provided in this bid document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. KSCCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

KSCCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this BD or otherwise, including the accuracy, reliability or completeness of the BD, and any assessment, assumption, statement or information contained therein are deemed to form part of this BD or arising in any way in this Selection Process.

KSCCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this BD. KSCCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this BD.

The issue of this Tender document does not imply that KSCCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and KSCCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by KSCCL or any other costs incurred in



connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and KSCCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Laws of the Republic of India are applicable to this RFP. Subjected to the jurisdiction of courts of law at Karimnagar, Telangana.

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Karimnagar Smart City Corporation Limited

2nd Floor, Office of Municipal Corporation, Karimnagar – 505001

e- TENDER NOTICE

(Short Tender e-procurement **Notification No. 38/KSCCL/2020-21**)

I. INVITATION FOR PROPOSAL

- I.1** Karimnagar Smart City Corporation Limited (KSCCL) was formed by an Act and Park for Specially Abled People / Children is one of the Projects with an area of approximately 2 Acre under its purview.
- I.2** This Project is taken up with the objective of encouraging the specially abled children towards the sports, recreation and to make Karimnagar as the center for Specially Abled Sports along with greenery by raising different types of plantation models like block plantation, avenue plantation, tree parks, and gardens in order to improve the overall environment of Karimnagar for better quality life.
- I.3** In view of this, Karimnagar Smart City Corporation Limited (KSCCL) intends to select a Bidder / Consultant / Agency from amongst the eligible bidders (herein the “**Bidder**”) for undertaking “preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Abled People / Children in Karimnagar under Smart City Mission”, hereto (herein after referred to as the “Project”); Pursuant to the aforesaid, Bids are invited for **the Project** from the eligible Bidders / Consultant / Agencies.
- I.4** A complete set of tender documents can be downloaded from the electronic procurement platform of Government of Telangana i.e., www.eprocurement.gov.in. Tender schedule is indicated below:

Document download start date & time	: @ 01.00 PM
Document download end date & time	: @ 05.00 PM
Date & time of Opening of Technical Tender	: Will be intimated later

- I.5** Tenders must be uploaded online not later than the due time and date specified above and, in the manner, specified in this Tender Document.
- I.6** Original EMD & Demand Draft for transaction Fee of the uploaded documents shall be submitted at the address given below:
- I.7** The assessment of actual project costs will have to be made by the Bidders and the Authority bears no responsibility in this respect.

- I.8 Terms and Conditions of the tender including deliverables are detailed at the **Section: IV** of this tender document and shall be part of the Contract Agreement.
- I.9 A combination of Bidders in the form of Joint Venture or Consortium is allowed and is limited to 2 members / partners. No member of Joint Venture shall be member of another Joint Venture for bidding the same work. All such bids in that particular work shall be disqualified. No Bidder shall submit more than one Bid.**
- I.10 Any entity which has been barred by the (central / state Government, or any entity controlled by them) from participating in any and the bar subsists as on the date of Bid, would not be eligible to submit its Bid.
- I.11 More tender details are provided in the DATA SHEET and subsequent sections below.
- I.12 Interested Bidders are encouraged to visit the Project Office / Site at their own cost and completely satisfy themselves before submitting the tender. Any further information / clarifications with regard to project can be obtained from the Superintending Engineer, Municipal Corporation, Karimnagar.
- I.13 Each Bidder shall submit only one Tender for undertaking the Project. Failure to do so shall result in disqualification of the tender.
- I.14 The Bidder selected in terms hereof for award of the Project shall be responsible for undertaking the services outlined in the tender document and in accordance with the provisions of an agreement (the “Contract¹/ Contract Agreement”) to be entered into between the selected Bidder and the Authority in the form to be subsequently provided by the Authority before the Bid Due Date.
- I.15 The statements and explanations contained in this Tender Document are intended to provide a better understanding to the Bidders about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Consultant / Agency in the Data Sheet and set forth in the Contract Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this Tender Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Tender Documents are to be noted, interpreted and applied

¹ The term “Contract” for the purpose of this tender and subsequent agreement (to be executed between selected bidder and KSCCL) is defined as the **Contract / Contract Agreement** for providing contract rights to the Contractor for the work of “Consultancy for preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Abled People / Children in Karimnagar under Smart City Mission” in accordance with the provisions and terms and conditions of this tender document

appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- I.16** The Authority shall receive Tenders (defined later) pursuant to this Tender Documents in accordance with the terms set forth herein and other documents to be provided by the Authority pursuant to this tender documents, as modified, altered, amended and clarified from time to time by the Authority, and all Tenders shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Tenders (the "Tender Due Date").
- I.17** During the Bidding Process, Bidders are invited to examine the scope of services and its serviceable area in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Tenders for award of the Contract of the Project. For avoidance of doubt, in case, if the Bidder places reliance on Project report and / or any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority, or set out in this Tender Document], then, the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss / damage / costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the Project report, or the aforesaid assumptions, assessments, statements, data and information and the Bidders are expected to do their own due diligence and investigations into the Project and its related details prior to submission of their Tenders
- I.18** KSCCL shall not be responsible for any costs or expenses incurred by the tenders in connection with the preparation and delivery of tenders, including costs and expenses related to visit/s to the site. **KSCCL reserves the rights to cancel, terminate, change or modify this Tender Process and /or requirements of tender conditions stated in this document, without assigning any reason or any notice and without any liability for the same.**
- I.19** The tenders shall be valid for a period of not less than 90 days from the tender Due Date (the "TDD"). In exceptional circumstances, prior to the expiry of the original tender validity period, the authority may be requested by the tenderers to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Tenderers / Bidders will not be permitted to modify their submitted proposals.

Date: March 02, 2021

For Karimnagar Smart City Corporation Limited

II. DATA SHEET

S. No	KEY INFORMATION	DETAILS
TENDER DOCUMENT DETAILS		
1.	Project	Consultancy for preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Abled People / Children in Karimnagar under Smart City Mission
2.	Authority	Karimnagar Smart City Corporation Limited (KSCCL)
3.	Scope of Work	The scope of works broadly includes “Consultancy for preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Abled People / Children in Karimnagar under Smart City Mission”. More details of the scope of work are specified in the Terms of Reference & APPENDIX of this document.
4.	Earnest Money Deposit (EMD)	Bidder should Pay online / Demand Draft for an amount of INR 50,000/- (Rupees Fifty Thousand Only) in favor of “ The Managing Director, KSCCL ” and payable at Karimnagar towards the bid security / EMD & the same Original Details to be submitted along with the Tenders.
5.	Security Deposit (precondition for signing the contract agreement)	<i>The preferred Bidder / Consultant / Agency shall fulfil the below condition towards Precondition for signing the Contract Agreement:</i> Performance Security Deposit (PSD): The preferred Bidder /Tenderer for this work shall pay an amount of 2.5 % (Two and half Percent) of the value of the work duly adjusting the EMD paid in the form of Demand Draft drawn from any nationalized bank in favour of The Managing Director, KSCCL and payable at Karimnagar at the time of agreement.
TENDER CONDITIONS AND EVALUATION		
6.	Tender Validity	90 days from the Tender Due Date (TDD)
7.	Eligibility Criteria	A) Proprietors / Partnership Firms / Registered Firms having accomplished experience in design and supervision of such works under Specially Abled Parks.

S. No	KEY INFORMATION	DETAILS
		<p>B) Technical Capacity: The Bidders (Single entity or combinedly in case of JV) shall have satisfactorily completed or executed as a prime Consultant / Agency, for any similar² nature of works of value not less than Rs.10,00,000/- (Rupees Ten Lakh Only) in any one Financial year during the last five years. <i>The completed similar experience certificate from any Government sector organizations of the project experience shall be submitted towards demonstrating the experience.</i> The Bidder or bidder having JV with entity / NGO should have experience in training facilities for specially challenged and design of Specially abled parks shall be preferred and selected.</p> <p>C) Minimum Manpower:</p> <ul style="list-style-type: none"> a. Architect – 1 No.s b. Junior Architect – 2 No.s c. Structural Engineer – 1 No.s d. Horticulturist – 1 No.s e. Promotion and Marketing Expert – 1 No.s f. Trainer for Specially Abled Children during implementation – 2 No.s
8.	Tender Evaluation	<p>a) Technical Evaluation of bidders that meet the eligibility criteria will only be undertaken. Bidders not meeting the eligibility criteria are deemed to be disqualified from further tender evaluation process.</p> <p>b) Financial Evaluation: Financial / price Tenders of technically qualified firms will only be opened and evaluated.</p>
9.	Criteria for selection of Bidder/s	<p>The sole criterion for selection of the Bidder/s shall be as per QCBS only. The conditions for QCBS shall be as per Annexure VII.</p>
DOCUMENTS IN TENDER SUBMISSION (All are Mandatory)		

² Similar projects is defined as design of any Theme Parks including Specially Abled Parks of size equal to more than 0.5 Acres

S. No	KEY INFORMATION	DETAILS
10.	Online Submission	Bidders must upload their Tenders online not later than the due time and date specified (in the clause 1.5) and in the manner specified in this Tender Document.
11.	Technical Tenders / Bids (All are mandatory)	<p>The following documents shall be uploaded towards demonstrating the technical eligibility:</p> <ol style="list-style-type: none"> 1. Checklist of Technical Bid submission 2. Application letter 3. A copy of registration of Consultant / Agency/s (Single entity or all the members in case of the JV) with local competent authority of Govt. of Telangana or any other State / India or any other Govt. Departments. Note: Attested copies of documents relating to the Registration of the firm / Registration as Contractor, Partnership deed 4. Copy of Joint venture Agreement / MoU and the Power of Attorney for signing the Tender Documents. 5. Copy of Latest GST Registration certificate and latest quarterly GST clearance / returns certificate (Single entity or all the members in case of the JV) 6. Copy of the Pan Card and Latest IT Returns (Single entity or all the members in case of the JV). 7. Copies of experience / completion certificates issued by the any Government / Public Sector organizations clearly specifying the duration of experience and corresponding value of works shall be submitted towards meeting the Eligibility Criteria. 8. Copy of Original Demand Draft / Online Payment Receipt towards EMD / Bid Security 9. Copy of Turn over certificate of last three years from the Registered CA must be obtained and submitted. (Single entity or all the members in case of the JV).
12.	Financial Tenders	Bidder/s shall be required to upload their financial bid / quote towards execution of the project within the stipulated time as per the terms and condition of the tender document.

S. No	KEY INFORMATION	DETAILS
13.	Estimated Contract Value	Deleted
14.	Duration for finalising the DPR & Tender Documents	1 Month from the date of signing of Agreement for finalising the Designs and working drawings. Supervision during execution till the completion of work. O&M for 2 years after completion of the works
15.	Address for Submission	The Managing Director, Karimnagar Smart City Corporation Limited, 2nd Floor, O/o Karimnagar Municipal Corporation, Opp. TSRTC Bus Stand, Karimnagar, Telangana - 505001

III. PREPARATION, SUBMISSION AND EVALUATION OF TENDERS

III.1 General

III.1.1 The tenders shall be submitted through e-procurement platform (online) only.

III.1.2 The tenderer shall authenticate the tender with its digital certificate for submitting the tender electronically on e-procurement platform. Tenders not authenticated by digital certificate will not be accepted on the e-procurement platform. (G.O.Ms.No.6, dated 28/02/2005 of IT & C Dept.,).

III.1.3 The tenderers shall invariably furnish Original Demand Drafts (towards EMD & Transaction fee) to the Tender inviting authority before opening of Tenders either personally or through courier or by post within the stipulated time. KSCCL shall not take any responsibility for any delay and non-receipt of the above.

III.1.4 The bidders shall bear all costs associated with the preparation and submission of its tender, including any site visits, field investigations, data collection, analysis, etc., as also any discussions / negotiations. The Authority shall not be responsible or liable for any such costs incurred.

III.1.5 Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal **non-responsive**. KSCCL will take the final decision in this regard.

III.1.6 All communication and information shall be provided in writing and in English language only.

III.1.7 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

III.1.8 KSCCL or TSTS shall not be responsible in any way for any failure of the tenderers with regard to submission of the tenders using the e-procurement online system.

III.2 SUBMISSION OF DOCUMENTS TOWARDS TECHNICAL BID

III.2.1 Documents listed in the Sl. no.11 of Data sheet shall be submitted towards technical part of the tender for demonstrating the eligibility criteria. (All are Mandatory)

III.2.2 Amendments, if any, will be notified only in Telangana e-procurement website i.e., www.eprocurement.gov.in.

III.3 SUBMISSION OF PRICE / FINANCIAL BID

III.3.1 Bidder/s are requested to submit their financial Bid online in its financial bid. Further, it is to be noted that Bidders / Tenderers shall quote only their Contract Value / financial quotation in terms of percentage (%) on the ESTIMATED CONTRACT VALUE (ECV) fixed by KSCCL towards execution or development of the project services with the defined timeline from the date of signing the agreement.

III.3.2 Bidder's / Tenderer's financial quote with more than Five (05)% on the Estimated Contract Value shall summarily be rejected.

III.4 OPENING AND EVALUATION OF TECHNICAL BIDS

III.4.1 The Managing Director, Karimnagar Smart City Corporation Limited, KSCCL or his authorized representative will open all the Tenders received on the specified date mentioned in the tender document. In the event of the specified date of Tender opening being declared a holiday for the Government, the Tenders will be opened at the specified time and location on the next working day.

III.4.2 Deleted

III.4.3 Deleted

III.4.4 Deleted

III.4.5 Bid shall be considered responsive only if:

- a) It is signed, sealed and marked as stipulated in of this Tender Document in terms of this Tender Document;
- b) It contains all the documents in the formats prescribed in this Tender Document;
- c) It contains Demand Draft towards EMD

III.4.6 Evaluation of Technical Tenders will be taken up only if the bidder meets the eligibility criteria as mentioned in the data sheet. (Point No.11 of Data Sheet)

III.4.7 The other documents submitted towards technical tender will be opened in the ascending order (1/5, 2/5, etc.) and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. KSCCL shall take a decision at its sole discretion with regard to tenders without any of the said documents or documents submitted in any other format other than the prescribed.

III.5 OPENING AND EVALUATION OF PRICE/ FINANCIAL TENDERS

III.5.1 The Managing Director, Karimnagar Smart City Corporation Limited will evaluate and compare the price Tenders of all the technically qualified Bidders only.

III.5.2 Negotiations at any level are strictly prohibited.

III.5.3 The Financial/ Price Tenders shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Tender format/requirements, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected, and such firm will be eliminated from further evaluation process.

III.5.4 Evaluation of financial tenders shall be in accordance with the point nos. 7, 8, 9 & 10 of Data Sheet.

III.5.5 Deleted

III.6 AWARD OF CONTRACT:

III.6.1 The sole criterion for selection of the preferred Bidder shall be in accordance with the SI No. 07, 08, 09 of Data Sheet

III.6.2 On acceptance of the Bid / tender, KSCCL will communicate in written by issuing a Letter of Acceptance (LoA) to such preferred Bidder. Within Seven (7) days of such communication, the Bidder shall fulfil the performance security deposit defined in SI no. 05 of Data Sheet. Non-

fulfilment of the above said payment within the stipulated time shall be deemed that the Bidder has withdrawn its offer and the EMD already paid stands forfeited without any notice whatsoever.

Fulfilment of above payment is a precondition for signing the Contract agreement.

III.7 AGREEMENT SIGNING:

The successful Bidder shall attend O/o KSCCL on the date intimated and sign the agreement.

Failure to do so shall result in cancellation and forfeiture of EMD.

III.8 KSCCL RESERVES RIGHT TO ACCEPT, REJECT OR CANCEL TENDERS

- a) Notwithstanding anything contained in this Bid, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Tenders at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Tenders, it may, in its discretion, invite all eligible Bidders to submit fresh Tenders hereunder.
- b) KSCCL shall have the right to accept, reject or cancel any tender without assigning any reason and no grievance thereof will be entertained.

III.9 It shall be deemed that by submitting the Bid, the Bidder has:

- i. Made visit to the Project site & has ascertained the extent of site and site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state.
- ii. Made a complete and careful examination of the Tender Documents & Received all relevant information requested from Authority
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of Authority relating to any of the matters referred
- iv. Satisfied itself about all matters, things, Tender Document, Project area and information, including matters referred to herein necessary and required for submitting an informed Bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under.
- v. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Documents or ignorance of any of the matters referred to herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its

obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Consultant / Agency.

III.10 Transaction Fee to TSTS:

All the Bidders shall pay transaction fee (@ 0.03% of Estimated Contract Value plus its applicable Service Tax) subject to a maximum of Rs. 10,000/-. Such payment shall be made online through payment gateway to M/s TSTS ("Payment Gateway Service on E-Procurement platform"). Service Tax as levied by the Government of India on transaction fee, electronic payment gateway charges are to be borne by the Bidders.

III.11 Corpus Fund: Deleted

The successful Bidder shall pay 0.04% of the quoted Contract Value towards e-procurement corpus fund in the form of demand draft drawn in favour of "Director, Telangana State Technology services" payable at Hyderabad, at the time of concluding agreement and hand over the same to Officer in charge, KSCCL.

IV. GENERAL CONDITIONS & TERMS OF REFERENCE

IV.1 Scope of work:

The selected Consultant / Agency shall commence the work for "Consultancy for preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Abled People / Children in Karimnagar under Smart City Mission". The prospective Bidders / Applicants may collect information with respect to location and work details from the Officer in charge, KSCCL.

The following works but not limited to shall be executed simultaneously as per the instruction of Officer in charge, KSCCL; shall execute the work from the date of issue of work order or signing of the contract agreement, whichever is earlier.

IV.2 Project Deliverables

- IV.2.1 The Consultant / Agency shall be solely responsible for procurement of Materials and their quality and quantity as specified in APPENDIX.
- IV.2.2 During the progress of work the Consultant / Agency should submit a report on daily basis indicating nature of work completed on that respective day through the system developed and prescribed by the KSCCL authorities.
- IV.2.3 The Work should be carried out in accordance with the specifications defined and within the stipulated time.
- IV.2.4 The successful bidder shall possess / provide sufficient infrastructure i.e., tractors for transportation of men and material, Welding Material, field equipment etc., for the execution of work.
- IV.2.5 The successful bidder is to be complied with the instructions of KSCCL / PMC issued from time to time for successful implementation of the project.

IV.3 Insurance:

The entire Consultant / Agency staff, labour, etc., shall be fully covered under Group Personnel Accident (GPA) Insurance policy as per Workmen Compensation Act 1923 & amendments thereafter during the entire Contract period. The insurance cover shall be against any unforeseen accidents, or for any other reasons in the project area.

IV.4 Officer-in-Charge's Decisions:

Except where otherwise specifically stated, the Officer-in- Charge will decide the contractual matters between KSCCL and the Successful Bidder in the role representing KSCCL.

IV.5 Delegation:

Officer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

IV.6 Communications:

Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). All correspondences shall be in English and to be addressed to MD&CEO, KSCCL.

IV.7 Sub-contracting:

Successful bidder shall not assign or sublet or outsource any activity within its scope of work without the written approval of the KSCCL.

IV.8 Personnel of Successful Bidder:

The Successful Bidder shall employ the required number of personnel as stated under:

- a. Architect – 1 No.s
- b. Junior Architect – 2 No.s
- c. Structural Engineer – 1 No.s
- d. Horticulturist – 1 No.s
- e. Promotion and Marketing Expert – 1 No.s
- f. Trainer for Specially Abled Children during implementation – 2 No.s

IV.9 Successful Bidder's Risks:

IV.9.1 The successful Bidder shall possess necessary Insurance coverage for the vehicles, equipment, manpower, plant material etc involved in the work under the contract with KSCCL. All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Successful Bidder.

IV.9.2 In case of failure to act in the above manner, KSCCL will recover the amounts from the successful Bidder's payments.

IV.10 Safety:

The Successful Bidder shall be responsible for the safety of all activities involved in the project.

IV.11 Other misc. Obligations of Successful Consultant / Agency

- a. Bidder should carry out work strictly as per the specifications mentioned in the tender. (See Tables in **APPENDIX**).
- b. The decision of quality of work delivered lies with KSCCL and shall be binding on the successful Bidder / bidder.
- c. All the said work shall be subject to inspection, examination and testing at all times and stages during the process of work by the KSCCL personnel and the KSCCL shall have the right to reject and order for removal and replacement of any defective work or require its correction and rectification at any point of time. The onus shall be on the bidder to get such inspections carried out and obtain such approvals. If the bidder fails to comply with these requirements, then all additional or redoing of supplies necessitated as a consequence thereof shall be at the bidder's cost and expense. No inspection or approval shall relieve the bidder of any of his responsibilities, obligations and liabilities under the contract.

IV.12 Scope, Extent & Intent.

- a. The Successful Bidder should take up and carry out the work under the tender in every respect and successful continuation of the work in accordance with the contract documents and to the discretion and satisfaction of the KSCCL. The Successful Bidder shall be fully responsible and liable for all acts & deeds and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the work.
- b. The tender documents are complementary and what is called for by anyone shall be binding as if called for by all. Wherever it is mentioned in the tender documents that the successful Bidder shall perform certain work or provide certain facilities, it is understood that the Successful Bidder shall do so at his own cost.
- c. The extent of work includes the components & specifications of APPENDIX / Agreement.

IV.13 Execution of Agreement:

- a. The successful Bidder/s shall execute an agreement on Rs.100/- non-judicial stamp paper within seven (7) days from the date of issue of acceptance / confirmation of tender as per the terms and conditions and other norms laid down by Karimnagar Smart City Corporation Limited (KSCCL).
- b. The Success Bidder shall pay the security deposits indicated in the tender document.

- c. If the Bidder/s fails to sign the prescribed agreement within SEVEN DAYS of order to commence the work, the Earnest Money Deposit and Security deposit paid shall be forfeited.

IV.14 Payment and Certificate

IV.14.1 The Consultant / Agency when applying for a certificate shall prepare sufficiently detailed bill, based on the figures of quantities and rates as per the contract to enable the Managing Director, Karimnagar Smart City Corporation Limited, KSCCL to check the claims and issue the certificate. The deductions from bills shown therein are the normal deductions (*Such as all applicable taxes*) to be made and may include any recoveries or forfeiture under penal clauses.

Mode of payment to the Consultant / Agency:-

S. No	Payment	Amount	Remarks
1	Approval of Concept Design	5% of the Agreed Amount	
2	Approval of Detailed Project Report including Estimates and GFC Drawings	20% of the Agreed Amount	
3	Approval of Tender Documents	15% of the Agreed Amount	
4	Finalisation of Tender and Signing of Agreement for execution of the Project	10% of the Agreed Amount	
5	Supervision during Execution of Project	25% of the Agreed Amount on prorate basis on percentage completion of work paid monthly	
6	O&M after completion of the Project for 2 years	25% of the Agreed Amount on prorate basis paid monthly	

IV.14.2 Bills to the successful Bidder will be paid after completion of work and as per the payment schedule defined above upon issuance of certificate by the officer concerned regarding proper execution of the work and quality.

IV.14.3 All the applicable taxes, cess etc. applicable in the state of Telangana shall be deducted from the successful bidder/s bills and shall be binding on the bidder.

IV.14.4 Any recovery advised by the officers of KSCCL etc., due to non- fulfillment of contract conditions shall be recovered from the successful Bidder's bills or EMD etc., as the case may be.

IV.14.5 The bidder shall keep in view that any payment shall be subjected to quality of work as per specifications during its progress.

IV.14.6 The bidder shall submit current GST report for every month without fail for smooth transaction and release of funds.

IV.15 Transfer of Contract or Sub-leasing:

Sub-leasing or transfer of this work by the successful Bidder in whatever manner is prohibited and unlawful and liable for cancellation of contract / agreement besides forfeiture of the Earnest Money Deposit, Security deposit and other amounts if any paid by the agency / bidder up to such period.

IV.16 Discretionary powers of the Managing Director, KSCCL

- a. The Managing Director, KSCCL reserves the right to accept or reject any tenders without assigning any reason. The decision of the Managing Director, KSCCL will be final and binding.
- b. In case of any dispute arising during the process of tender, during the period of contract, the decision of the Managing Director, KSCCL will be final and binding on the bidder.
- c. The decision of Managing Director, KSCCL with regard to the quality of the works executed will be final and binding.
- d. The Managing Director, KSCCL will have right to issue directions from time to time for necessary corrections etc.
- e. The Managing Director, KSCCL reserves the right to withdraw or cancel agreement / contract with seven days' notice in case of inferior quality of work by the bidder.
- f. For violation of any terms and conditions by the bidder, the Managing Director, KSCCL shall have the right to cancel the agreement / contract with seven days advance notice and the action initiated by the Managing Director, KSCCL shall be binding on the bidder.
- g. The acceptance of tender shall rest with the Managing Director, KSCCL who does not bind to accept the lowest tender and reserves to the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the bidder(s) liable for compensation or damages.

IV.17 Compliance of other laws & Acts

- a. The bidder shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations such as payment of wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulations and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The bidder shall assume liability and shall indemnify the KSCCL from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. In general, in respect of all labour directly or indirectly employed in the work for the performance of bidder's part of the Contract, the bidder shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The bidder shall pay to labour employed by him wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities.
- b. The bidder shall include in the tender amount all expenses necessary to meet his obligations for making contributions towards employee's benefits funds (such as provident fund, ESI benefits, old age pension and / or any other benefits / compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the bidder and are to be produced for scrutiny by the concerned authorities whenever called for.

IV.18 Indemnity

The successful Bidder shall indemnify, defend and hold and keep indemnified, the KSCCL from and against all actions, suits, claims costs, liabilities and demands brought or made against the KSCCL in respect of any matter or thing done or omitted to be done by the bidder or any of their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the work or the bidder's performance under this contract and against any loss or damage to the KSCCL in consequence of any action or suit being brought against the bidder or any of his employees, workmen,

representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the work under this contract, including but not limited to non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials.

IV.19 Standards of conduct

The bidder, in performing its obligations under this contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impact on the interests of the KSCCL. KSCCL will in no event reimburse the bidder for any costs incurred for purposes inconsistent with such policies.

IV.20 Penalties / Forfeitures:

- a. In case the successful Bidder/s withdraws during the continuance of contract period due to any reason, the Earnest Money Deposit and performance security deposit stands forfeited.
- b. KSCCL shall reserve the right to levy penalty @ **Rs.5,000/-** per day in the event of violation of conditions of agreement as and when required.

IV.21 Settlement of disputes:

- a. If any dispute or difference of any kind whatsoever arises between KSCCL and the successful Bidder in connection with, or arising out of the contract, whether during the progress of the works or after their completion and whether before or the after the termination, abandonment or breach of the contract, it shall be in the first place, be referred to and settled by the Managing Director, Karimnagar Smart City Corporation Limited, who shall, within a period of thirty days after being requested by the successful Bidder to do so, give written notice of his decision to the successful Bidder. Upon receipt of the written notice of the decision of the Managing Director, KSCCL the successful Bidder shall promptly proceed without delay to comply with such notice of decision.
- b. If the Managing Director, KSCCL fails to give notice of his decision in writing within a period of thirty days after being requested or if the successful Bidder is dissatisfied with the notice of the decision of the Managing Director, KSCCL, the successful Bidder may within thirty days after

receiving the notice of decision appeal to KSCCL who shall offer an opportunity to the successful Bidder to be heard and to offer evidence in support of his appeal, KSCCL shall give notice of his decision within a period of thirty days after the successful Bidder has given the said evidence of support of his appeal, subject to arbitration, as hereinafter provided. Such decision of KSCCL in respect of every matter so referred shall be final and binding upon the successful Bidder and shall forthwith be given effect to by successful Bidder, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereafter provided, or not. If KSCCL has given written notice of the decision to the successful Bidder and no claim to arbitration, has been communicated to him by the successful Bidder within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the successful Bidder. If KSCCL fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the successful Bidder be dissatisfied with any such decision then and in any such case the successful Bidder within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

IV.22 Settlement Of Claims:

- a. Settlement of claims for Rs. 50,000/- and below by Arbitration. All disputes or difference arising of or relating to the contract shall be referred to the adjudication as follows:**

Sl. No.	Value of Claim	Panel of Arbitrators.
a)	Up to 500,000/-	Managing Director, KSCCL
b)	Above 500,000/- and up to 30,00,000/-	Managing Director, KSCCL

- b.** The arbitration shall be conducted in accordance with the provision of India Arbitration and Conciliation Act 1996 or any statutory modification thereof. The arbitrator shall state his reasons in passing the award.
- c.** A reference for adjudication under these clauses shall be made by either party to the contract within six months from the date of intimating the successful Bidder of the preparation of final bill or his having accepted payment.
- d.** The relevant clauses of APDSS / TSDSS / HMDA stand modified to the extent provided in the clause.

IV.23 Termination:

IV.23.1 KSCCL may terminate the Contract if the Consultant / Agency causes a fundamental breach of the Contract.

IV.23.2 Fundamental breaches of Contract include but shall not be limited to the following.

- a) The Consultant / Agency stops work for 03 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Managing Director.
- b) The Consultant / Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Managing Director, KSCCL gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Consultant / Agency fails to correct it within a reasonable time period determined by the Managing Director, KSCCL; and
- d) The Consultant / Agency has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- e) If the Consultant / Agency, in the judgment of KSCCL has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

IV.23.3 Notwithstanding the above KSCCL may terminate the contract for convenience.

IV.23.4 If the Contract is terminated, the Consultant / Agency shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

IV.24 Payment upon Termination:

If the Contract is terminated because of a fundamental breach of Contract by the Consultant / Agency, the Managing Director, KSCCL shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to KSCCL exceeds any payment due to the Consultant / Agency, the difference shall be a debt payable to KSCCL.

IV.25 Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the selection process. Any Bidder found to have a conflict shall be disqualified and, in that event, KSCCL shall forfeit and appropriate the EMD and / or performance guarantee in full, without prejudice to any other right or remedy that may be available to KSCCL.

IV.26 Compliance with Labour Regulations

During continuance of the contract, the Consultant / Agency and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Consultant / Agency shall keep KSCCL indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If KSCCL is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Consultant / Agency, the Engineer-in-charge /Department shall have the right to deduct any money due to the Consultant / Agency including his amount of performance security. KSCCL/Engineer-in-Charge shall also have right to recover from the Consultant / Agency any sum required or estimated to be required for making good the loss or damage suffered by KSCCL.

IV.27 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work

The Consultant / Agency is fully responsible for fulfilment of the clauses as mentioned herein under. And the KSCCL reserves the right to penalise the Consultant / Agency, as per law, in case of failure by the Consultant / Agency in fulfilling the statutory requirements.

- (a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of execution of work or employment by the Consultant / Agency.

- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee of the Consultant / Agency under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years of service or more with the Consultant / Agency, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by KSCCL plus workers @ 10% or 8.33%. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Consultant / Agency to contract labour and in case the Consultant / Agency fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the Consultant / Agency is required to take license from the designated Officer. The Act is applicable to the establishments or Consultant / Agency of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act 1948: KSCCL is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of wages Act 1936: It lies down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain

establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- (j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by KSCCL on matters provided in the Act and gets the same certified by the designated Authority.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in all other occupations and processes and provides for regulation of employment of children in all other occupations and processes; Employment Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. KSCCL of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the workplace etc.

KSCCL to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

DETAILED SCOPE OF WORK

1. Preparation of Concept Designs and getting Approval from the Competent Authority
2. Preparation of Detailed Project Report including Estimates and GFC Drawings and getting Approval from the Competent Authority
3. Preparation of Tender Documents and getting Approval from the Competent Authority
4. Assistance in Tender Evaluation and finalization of Tenders
5. Supervision during execution of the Project
6. Operation and Maintenance for 2 years after completion of the project.

Scope of Work:

1. The Scope of Services to be provided by the Consultant, acting as an Architect, Landscape Architect, shall include the design and required systems for the landscaping for the following:

- I. Open Space Design – Hard & Soft Areas
- II. Landscape Structures & Features
- III. Illumination Design (including light fixtures, light poles etc.)
- IV. Irrigation System, Surface Drainage & Water Management
- V. Signage & Graphic Design and Artefacts/ Sculpture (Local Architecture elements)
- VI. Approach Road & Car Parking Beautification
- VII. Vehicular & Pedestrian Movement
- VIII. Kiosks & Recreation Area
- IX. Street Furniture (including Garbage Bins)
- X. Planting Design
- XI. External services Co-ordination drawing
- XII. Periodic Inspection & Evaluation of Works at site

2. All Scope of Services shall be undertaken in accordance with the terms of the Agreement; and in coordination and collaboration with KSCCL for the development of the design for the various elements of the Project through the noted stages.

3 Schedule of Services

CONCEPT STAGE

Draft Concept Landscape Framework Planning

- a. Concept Landscape Framework plan with a broad plant palette.
- b. Prepare a Concept Landscape framework Plans, indicating proposed provision for pedestrian and vehicular movement, service accesses, incorporating access as per Architectural requirement, and general principles to be followed for grading and landscape of roads, parking, open areas, footpaths, and incorporation of service elements.
- c. Identification of functionally and aesthetically strategic areas, such as entrance, around major activities, etc. and their conceptual treatment, especially the main entrance gateway to the complex to make an impressive impact.
- d. Concept scheme for hard landscape elements such as boundary walls and gates, driveways and parking areas, paths, paving, terraces, steps, ramps, planters, etc. railings, barriers and gates, pergolas, street furniture, lighting scheme etc.
- e. Concept scheme for planting trees, shrubs, groundcover plants, and grass areas, to fulfill environmental, aesthetic, and functional needs.
- f. Presentation of final Concept Landscape Framework Plan with illustrative details of specific strategic areas.

Final Concept Landscape Framework Planning

- a. Modify / detail the selected conceptual design incorporating required changes and prepare full set of concept drawings, sketches, study model, 3D views, Walk through (if required) etc. along with Parking details with preliminary cost estimates.
- b. The Concept shall be in compliance with the local regulations, codes and standards and local availability of the material. The Consultant shall present analysis and approach considerations with detailed reasoning of the basis of the concept design.
- c. The concept shall be presented to the KSCCL team in a hard printed report and soft presentation format.
- d. The Concept stage includes revision and reworking as desired by the KSCCL on the presented / selected option in the previous task.
- e. Prepare presentation drawings for Site Plan, incorporating landscape design as per requirement of the KSCCL team.
- f. Consultant shall provide the deliverables in at least 2 hard copies in a presentation report form and the high resolution soft copy of the same.

Deliverables

- a. Final Landscape Concept Plan
- b. 3 D renderings to explain the scheme
- c. Receive Final signoff on the Concept from the KSCCL.
- d. Landscape Concept Master Plan as per KSCCL requirements highlighting all the major elements and detailing.
- e. Representative images and renderings
- f. Report on Landscape Design parameters and assumptions in coordination with the MEPS Consultant and / or specialist Consultant. Attend and participate in any design conferences, workshops and design review meetings, as suggested by the KSCCL and prepare minutes of such meetings for information by the next working day.

SCHEMATIC DRAWINGS (Including Pre-Tender Stage Documentation):

1. Incorporate inputs received at concept stage, and prepare schematic drawings incorporating Architecture and services requirements and detailed specifications for-
 - a. Special Areas including Main Entrances to make an impressive impact.
 - b. Hardscape / Hard Landscape Elements such as boundary walls and gates, driveways and parking areas, paths, paving, terraces, steps, kerbs, ramps, planters, railings, barriers, pergolas, pavilions etc.
 - c. Drainage and Grading Schemes for landforms and levels for all hard and soft areas.
 - d. Landscape Lighting Scheme including location and design of outdoor light fixtures.
 - e. Landscape Irrigation Schemes specifying the various irrigation systems appropriate for different landscape / plantation areas
 - f. Waterscape Plans giving details of water features including water bodies, fountains, etc.
 - g. Street Furniture including benches / seats, garbage bins, etc.
 - h. Planting Scheme including planting plans and details with species, sizes, location and planting procedures
 - i. Prepare Tender documents and drawings for Landscape Civil works and Landscape Horticulture works incorporating schedule of quantities, estimate of cost including code of practice covering aspects like mode

of measurement, method of payments, quality control procedures on materials and works, analysis of rates wherever required, time schedule and other conditions of contract.

j. Assist in inviting, receiving and analysis of tenders; issue clarifications and changes for queries raised during tendering process and advise KSCCL on appointment of contractors.

Deliverables

- a. All documents & drawings related to Schematic Design Stage required in communicating the landscape scheme fully.
- b. Detailed Design report / Detailed Project report on site infrastructure for landscape design to be coordinated by the Consultant before submission to the KSCCL team.
- c. Tender Drawings, Specifications, BoQ's, Rate Analysis and any other technical information required in the draft tender documentation (For clarity the PreTender stage requirements would necessarily be based on completion of all requirements in the Tendering stage. No area variation would be permitted beyond this stage including a variation of not more than 5% in other tender items like BoQ's, specifications & rate analysis etc.

DETAILED DRAWING AND TENDER DOCUMENTS

- a. Detailed design development of individual sections of the site outlined in Schematic Stage in close coordination with Architectural and services schemes.
- b. Prepare tender document based on detail drawings for Landscape Civil works and Landscape Horticulture works.
- c. Consultant shall provide the required list of drawings and documents along with schedule of dates to KSCCL team prior to the commencement of the "Good for Construction" preparation and shall follow the same for the issuance for execution.
- d. Assist in finalisation of contractor and award of contract.

Deliverables

- a. Detailed Drawings for landscape including all hard & soft elements, final plantation plan and palette, irrigation scheme and water requirements, incorporation of any specialist landscape element and their specifications.
- b. Tender Drawings, Specifications, BoQ's, Rate Analysis and any other technical information required in the final tender documentation (For clarity the Tender stage requirements would necessarily be based on

100% completion of all requirements in the Tendering stage. No area variation would be permitted beyond this stage including no variation in tender items like BoQ's, specifications & rate analysis etc.

Final Report on Landscape Design parameters and assumptions in coordination with KSCCL Team.

Receive final approval from the KSCCL on appointment of the contractor as completion of the stage.

CONSTRUCTION:

- a. Preparation of working drawings for landscape civil works and horticultural works, including setting out, incorporating special requirements for landscape over basement such as screed plan etc.
- b. Coordination with KSCCLs, architects and other Consultants working on the project.
- c. Periodic site visits to ensure execution of work as per drawings and instructions.

Deliverables

Full GFC drawing set to be delivered as per the time schedule agreed with the selected Consultant.

All discrepancies during execution and not as per the original design intent to be brought to the notice of KSCCL in writing.

A site visit report after every scheduled site visit.

Receive stage completion certificate from KSCCL team after successful delivery of the last GFC after due acknowledgement from the contractor.

Issue Methodology for maintenance of executed works and prepared tender documents for maintenance work

Special Conditions

All drawings to be delivered in hard and soft copies (CAD & PDF)

All renderings to be submitted in Hard and Soft (Jpg & PSD)

All final stage wise presentation / meetings / workshops to be attended by the project director who would issue a certificate at the end of each stage stating that the original design intent is being maintained.

All variations / additions / alterations etc. beyond the current scope and listed deliverables should be incorporated after written communication from the KSCCL team.

Any detailed model & walkthroughs if required during the assignment would be paid on actuals on mutually agreed terms however the Consultant will need to coordinate and provide all necessary inputs and details as may be required.

Coordinating with all sub-Consultants and specialist Consultant would be the prime responsibility of the Consultant. Any points of conflicts or disagreements in such coordination should be communicated to the KSCCL in writing to ensure an early resolution.

Any other requirement beyond the current scope of work that may arise during the course of this assignment needs to be communicated in writing to the KSCCL team well in advance so as to preserve the agreed timelines of the project.

Consultant is expected to maintain a timeline / schedule of the project deliverables pertaining to the current scope in any compatible scheduling / Project management software. Any ensuing delays / deviations in the agreed timelines would be brought to the notice of the KSCCL team in writing.

OPERATION AND MAINTENANCE:

Consultant shall maintain sufficient training staff (Trainers for Specially Abled Children) as per the requirement of KSCCL during the Operation & Maintenance Period of 2 years.

v.APPENDIX

(Scope of work ~ Bill of Quantities)

The payment shall be as per the percentage basis against the submission of Tax Invoice.

The rates to be quoted shall be exclusive of GST and inclusive of all other taxes & duties.

S. No	Description	Unit	Quantity	Rate	Amount
1					
2					
3					
Total Amount executing GST and including all other taxes and duties					
GST %					
Total Amount including GST and all other taxes and duties					



VI.FORMATS FOR TECHNICAL TENDER SUBMISSION

CHECKLIST FOR TECHNICAL BID SUBMISSIONS

SNo.	Enclosures to the technical bid Proposal (All are Mandatory)	Status (Submitted / Not Submitted)
1.	Application letter	
2.	A copy of registration of Contractor/s (Single entity or all the members in case of the JV) with local competent authority of Govt. of Telangana or any other State / India or any other Govt. Departments. Note: Attested copies of documents relating to the Registration of the firm / Registration as Contractor, Partnership deed, etc	
3.	Copies of experience / completion certificates issued by the any Government / Public Sector organizations clearly specifying the duration of experience and corresponding value of works shall be submitted towards meeting the Eligibility Criteria	
4.	Copy of Joint venture Agreement / MoU and the Power of Attorney for signing the Tender Documents.	
5.	Copy of the Original Demand Draft (DD) towards EMD / Bid Security	
6.	Copy of PAN card of the Firm/ Bidder (Single entity or all the members in case of the JV)	
7.	Copy of latest Income Tax returns certificate preceding tender due date. IT Returns of Last One Year. (Single entity or all the members in case of the JV)	
8.	Copy of GST Certificate (Single entity or all the members in case of the JV)	
9.	Copy of Turn over certificate of last three years from the Registered CA must be obtained and submitted. (Single entity or all the members in case of the JV)	

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Place:

APPLICATION LETTER (LETTER OF PROPOSAL)

To

**The Managing Director,
Karimnagar Smart City Corporation Limited,
Bus stand Rd, Sai Nagar, Karimnagar, Telangan - 505001**

Dear Sir,

Sub: KSCCL – Consultancy for preparation of Detailed Project Report including detailed Survey along with Design & Drawings, Tender Documents and Supervision during Execution of the Park for Specially Aabled People / Children in Karimnagar under Smart City Mission– Application Letter Reg.

-oOo-

In response to your Notice Published in the Daily Newspapers and in the e-procurement platform of Govt. of Telangana, I / we submit my / our application as follows.

1. Name of the applicant's : _____
(Proprietor/ Partnership/ Registered firm) (In BLOCK LETTERS)

2. Address of the applicant : _____

Tel No : Off: _____ Resi: _____

3. Details of the EMD paid : Amount Rs. _____, DD No: _____
Date: _____, Bank _____

4. Further, I/We acknowledge that the Authority will be relying on the information provided in the Tender document and the documents accompanying the Proposal for selection of the Preferred /Successful Bidder, and we certify that all information provided in the Tender and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

5. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating our Tender.

6. I / We acknowledge the right of the Authority to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We declare that:
 - a) I / We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority;
 - b) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or tender document issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the Bidder, without incurring any liability to the Bidder in accordance with the Tender Document.
9. I/We agree and understand that the tender is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
10. In the event of my/our firm being selected as the Successful Bidder, I/we agree and undertake to provide our services in accordance with the provisions of the Tender Document on our own and not through any sub Contractor or associate or any others.
11. I/We have studied tender document and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
12. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Place:

Date:



VII.CRITERIA FOR SELECTION (QCBS)

Criteria for selection of Bidders under QCBS:

Technical Bid Evaluation:

S. No.	Description of Parameters	Sub-Section	Maximum Marks
1.	If the Bidder's Average Turnover in the last three Financial years (INR) is		20
	a. 0 lac to 5 lac	12	
	b. 5 lac to 10 lac	15	
	c. Above 10 lac	20	
2.	Capabilities		20
	If the Bidder has been successfully designed the theme parks for any government organisation during the last two years of any area		
	1. 1 Theme Parks	2.5	
	2. 1 to 3 Theme Parks	5	
	3. 3 to 5 Theme Parks	7.5	
	4. 3 to 5 Theme Parks atleast 1 Specially Abled Park	10	
	5. More than 6 Theme Parks	15	
	6. More than 6 Theme Parks atleast 1 Specially Abled Park	20	
3.	Experience		20
	If Bidder's work experience of designing the single theme parks in the last 2 financial years with minimum area of		
	1. Upto 1 Acres Theme Park	5	
	2. Upto 1.5 Acres Theme Park	10	

S. No.	Description of Parameters	Sub-Section	Maximum Marks
	3. 1.5 to 3 Acres Theme Park	15	
	4. 3 to 5 Acres Theme Park	20	
	5. More than 5 Acres Theme Park	25	
	6. More than 8 Acres Theme park	30	
4.	Project Delivery		20
	If the number of design Projects of theme parks for government organisations where successfully completed design in the past 2 years by the Bidder with project budget are		
	1 to 2 Projects or sum of 2 crore project budget	05	
	3 to 4 Projects or sum of 5 crore project budget	7.5	
	4 to 5 Projects or sum of 7 crore project budget	10	
	5 to 7 Projects or 8 crore project budget	15	
	6 to 8 Projects or 10 crore project budget	18	
	More than 8 Projects atleast 1 Specially Abled Park or sum of more than 12 crore project budget	20	
5.	Presentation		20
	Total Marks (SN 1 to 6)		100

The Financial Bids of the Bidders who scored more than 70 marks in the Technical Bid shall only be opened.

The marks scored in Technical Bid will be scaled down to 80 Marks and will be taken as Technical Score in the Final Bid Evaluation

Explanation

SN	Description	Technical score (for a total of 100)	Remarks
1	Bidder – A	95	
2	Bidder – B	83	
3	Bidder – C	76	

Price Bid Evaluation:

Price Bids of Technically Qualified Bidders as per above criteria will be opened and evaluated as below. All the applicable Taxes and Duties indicated in the Price Bid will be taken for the Price Bid evaluation. Lowest price quoted by the bidder will be awarded full mark and the other bidders will be awarded in percentage with reference to marks of the lowest Tenderer.

Explanation:

SN	Description	Total Price quoted in Rs. Lakh	Scaled down to 100 marks	Remarks
1	Bidder – A	190	$(165 \times 100 / 190)$ =86.84	
2	Bidder – B	173	$(165 \times 100 / 173)$ =95.38	
3	Bidder – C	165	100	

Final Evaluation for Technical cum Financial Bid:

The final score will be addition of Technical cum Commercial Bid + Price Bid scores

SN	Description	Technical score for 100	Price Bid Score for 100	Final Score = Technical 80% + Price 20%	Remarks
1	Bidder – A	95	86.84	Technical = $95 \times 80 / 100 = 76.00$ Price = $86.84 \times 20 / 100 = 17.37$ <hr/> Total = 93.37	H1
2	Bidder – B	83	95.38	Technical = $83 \times 80 / 100 = 66.40$ Price = $95.38 \times 20 / 100 = 19.08$ <hr/> Total = 85.48	H2
3	Bidder – C	76	100	Technical = $76 \times 80 / 100 = 60.80$ Price = $100 \times 20 / 100 = 20.00$ <hr/> Total = 80.80	H3

The percentages shall be rounded off to 2 decimals only. The bidder with highest Final Evaluation Score will be selected. If two bidders have the same combined score, then the bidder with lowest financial quote shall be finalized.