



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**  
**GAUTAM BUDH NAGAR, UTTAR PRADESH**

Request for Proposal

for

**License Space for Nurseries in Greater Noida**

(Term - 5 years with provision of renewal for additional 3 years based on performance in 1-year increments)

**Issued by:**

**Greater Noida Industrial Development Authority**

Plot No. 1, Knowledge Park IV,  
Greater Noida, Gautam Budh Nagar,  
Uttar Pradesh – 201308



## Disclaimer

This Request for Proposal (RFP) document for License Space for Nurseries in Greater Noida for 5 years with provision of renewal for additional 3 years (hereinafter referred to as the “Project”) contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as “Bidder(s)”) with information to assist the formulation of their proposals (hereinafter referred to as the “Proposal(s)”).

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. **Greater Noida Industrial Development Authority** (hereinafter referred to as “Client” or the “Authority”) or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder(s) 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.



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## Data Sheet

1	Name of the Bid	License Space for Nurseries in Greater Noida
2	Time-period of contract / Licence	5 years + (extension based on performance for additional 3 years in 1-year increments)
3	Method of selection	Highest License Fee (H1)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of <b>INR 10,000 + GST (INR Ten Thousand Only + GST)</b> For payment portal: <a href="https://induscollect.indusind.com/pay/index.php">https://induscollect.indusind.com/pay/index.php</a>
5	Earnest Money Deposit (EMD)	Refundable amount of <b>INR 50,000 (INR Fifty thousand Only)</b> For payment portal: <a href="https://induscollect.indusind.com/pay/index.php">https://induscollect.indusind.com/pay/index.php</a>
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Authority's official for addressing queries and clarifications	<b>GM (Project) – Horticulture</b> Greater Noida Industrial Development Authority Plot No. 1, Knowledge Park 4, Greater Noida District Gautam Budh Nagar – 201308, Uttar Pradesh Phone: +91 120 2336015 Email: <a href="mailto:ajayrai@gnida.in">ajayrai@gnida.in</a> Website: <a href="http://www.greaternoidaauthority.in">www.greaternoidaauthority.in</a>
8	Proposal Validity Period	180 days from Proposal Due Date
9	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	03.11.2020
	Last date of receiving queries	10.11.2020
	Pre-bid conference	10.11.2020, 1200 hrs (IST)
	Proposal Due Date (PDD)/ Bid End Date	24.11.2020, 1500 hrs (IST)
	Bid Start Date	03.11.2020
	Opening of Technical Bids	26.11.2020, 1500 hrs (IST)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
	Issuance of Letter of Award (LOA)	To be communicated
Signing of Agreement	To be communicated	
10	Consortium to be allowed	No
11	Sub-contracting is allowed	No



## 1. Instructions to Bidders

### 1.1 General instructions

#### Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be (if applicable).

#### Proposal preparation cost

5. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
6. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
7. All papers submitted with the Proposal are neither returnable nor claimable.

#### Right to accept and reject any or all the Proposals

8. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
9. Authority reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or
  - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

#### Clarifications

10. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.



11. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake License Space for Nurseries in Greater Noida.”

12. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
13. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in any Clause shall be construed as obliging the Client to respond to any question or to provide any clarification.

#### **Amendment of the RFP**

14. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <https://www.greaternoidaauthority.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
15. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

#### **Data identification and collection**

16. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
17. It would be deemed that by submitting the Proposal, the Bidder has:
- i. On his own, conducted complete due diligence of the land for nurseries e.g. visited the site, verified status on ground etc.
  - ii. Accepts that the allotment shall be on as it where basis.
  - iii. Made a complete and careful examination and accepted the RFP in totality;
  - iv. Received all relevant information requested from Authority and;
  - v. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
18. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### **Preparation, submission, opening & acceptance of Proposals/e-bids**

**Language and currency**

19. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
20. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

**Proposal validity period and extension**

21. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
22. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

**Format and signing of Proposals**

23. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
24. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
25. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

**Submission of e-bid/Proposal**

26. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
27. The Bidders have to follow the following instructions for submission:
  - i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with



U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.

- ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.





- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

**Deadline for submission**

28. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

**Late submission**

29. The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

**Withdrawal and resubmission of Proposal**

30. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
31. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.



32. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
33. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
34. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **Verification and Disqualification**

35. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
36. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
  - a. at any time, a material misrepresentation is made or uncovered, or
  - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
37. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium (if applicable), then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
  - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
  - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

#### **Selection of the Bidder**

38. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

#### **Proposal opening**



39. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 3 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
40. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
41. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

#### **Confidentiality**

42. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
43. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

#### **Tests of responsiveness**

44. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - ii. It contains all information as desired in this RFP.
  - iii. Information is provided as per the formats specified in the RFP.
  - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
45. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

#### **Clarifications sought by Authority**



46. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **Proposal evaluation**

47. Submissions from Bidders would first be checked for responsiveness as set out in Clause 44 and 45. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 3.1 of this RFP.
48. The Proposal containing the Technical Details in Clause 3.1 and 3.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

#### **Earnest Money Deposit**

49. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
50. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
51. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
52. For successful Bidder's e-Bid EMD will be returned after submission of Security Deposit and signing of the contract.
53. The EMD may be forfeited:
- a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
  - b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

#### **Award Criteria**

54. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Clause 3.1 and 3.2.
55. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

#### **Notification of Award**

56. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
57. The notification of award will constitute the formation of the contract.

#### **Security Deposit**



58. Prior to award of contract, to fulfil the requirement of Security Deposit during the implementation period, the successful Bidder will deposit Security Deposit amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee/FDR drawn on any Nationalized Bank in favor of GNIDA valid for six months after completion of the Project/License term.
59. Before the contract is awarded to the Selected Bidder, an agreement (to be given later) will have to be signed by the Selected Bidder at his cost on proper stamp paper.



## 2 Terms of reference

Greater Noida is a greenfield, modern, integrated city, located about 35 km from the National Capital, Delhi. The Master Plan of this city envisages a population of around 1.2 million by the year 2021. The Greater Noida Industrial Development Authority (GNIDA) is the nodal authority responsible for development and administration of the city.

The integrated township is shaping up as India's smartest city, the National Capital Region's most modern urban development centre and its fastest-developing center of attraction. It has emerged as a modern model of far-sighted town planning.

Greater Noida is being developed as Metro centre providing for quality urban environment, to attract economic activities and population to decongest Delhi. Greater Noida being a part of the biggest Urban Agglomeration, aims at controlling carbon footprint by promotion of greenery in Greater Noida as one of its tools. To promote greenery in Greater Noida, GNIDA invites proposals for developing and operating a Nursery under high tension line.

### 2.1 Conditions for development of a Nursery

#### Permitted Activities

1. The land under high tension line is available for five (5) years for developing and operating a nursery where the following activities shall be permitted only:
  - a. Gardening of plants and flowers
  - b. Selling and supply of plants and flowers (as permitted by Directorate of Plant Protection, Quarantine and Storage Department of Agriculture, Cooperation & Farmer Welfare)
  - c. Selling and supply of gardening related products
2. No other activity shall be allowed on the land for Nursery.
3. Any kind of permanent/ temporary development, more than 1.5m in height, is not be allowed within 26m on either side of the centre line of the overhead line.
4. Permanent Construction is not be allowed on the allotted land parcel. Temporary structures, tube well, Boring etc shall be developed by the licensee only on allocated sites approved by the Authority on its own expenditure.
5. The Licensee has no right to excavate the allotted land parcel.
6. The Licensee will be responsible for all statutory compliances.

#### Conditions for Award of License

7. The licence for developing and operating a nursery will be issued for the given time frame only to the Licensee awarded in this tender. The licence rights will not be transferable at any point of time.
8. Upon expiry of the licence period, a fresh allotment process will be initiated.
9. Non-Compliance to the rules and regulations by the Licensee will lead to License cancellation.
10. Authority will be the rightful owner of the Geological Properties. Any such property obtained shall be submitted to the Authority by the Licensee without any further delay.
11. Ownership rights of the land shall remain with the Authority at all times.



## Obligations of the Licensee

12. The Licensee shall seek electricity connection from NPCL, on his own expenses, for electricity driven equipment required for Nursery and Gardening.
13. The Licensee shall bear the expenditure for provisions of safety measures for the Nursery.
14. The Licensee shall arrange for required irrigation facilities for the Nursery and Gardening and shall seek desired approval from the Authority for the same.
15. The registration contract of the Licensee shall be in accordance with the Labour Contract Act. The licensee shall bear the salaries of the Employees recruited for development of the Nursery. The authority shall not responsible for the above-mentioned employees for any situation.
16. The Licensee must take possession of the premises with a month of issuance of the License Agreement.
17. The Licensee shall comply will all guidelines and directions of Greater Noida regarding Solid waste management, composting and proper disposal of green waste and wet waste and dry waste
18. The licensee will not encroach additional land parcel and will confine its operations to the allotted land. In case it is found that the licensee has encroached additional land, a penalty of INR 5,000/- per day shall be charged. Also, on the day the encroached is brought to the notice of Authority, Authority would consider that the encroachment was there for at least for the last 3 months (90 days). Hence, penalty shall be charged accordingly, considered this 3-month (90 days) period. In addition to this, the Authority will charge commercial lease rent (as applicable) on the additional land encroached by the Licensee.
19. The licensee will follow directions of GNIDA regarding sign boards on the allotted site.
20. The licensee will maintain the front portion, visible to road in an aesthetic manner at all times.
21. The licensee shall have to follow all guidelines by Authority, issued from time to time.
22. For development of the area, a project report is required to be given by the licensee. This report shall describe in detail e.g. flower plantation, number and variety of tress, their production and also describe other necessary facilities e.g. green house, store, guardroom, hut etc.
23. As soon as the tender term has expired, it would be the sole responsibility of the Licensee to vacate the allotted land. In case the Licensee fails to vacate the land, the Licensee shall be fined INR 50,000/- per day. In addition to this, the Authority will charge commercial lease rent (as applicable) on the allotted land.
24. The Licensee must plant trees and plants as prescribed in the Annexure C and must ensure replacement of the same upon death or uprooting or damage at his own expense.
25. The trees and plants must be planted at the locations as mentioned by GNIDA in formal communication.
26. GNIDA holds right to check the trees and plants at location as directed by GNIDA at any point of time. In case discrepancy is found with the trees and plants on ground and as directed by GNIDA, a warning notice will be issued to the Licensee. Within 7 days of issue of warning notice, the discrepancy must be mitigated by the Licensee. In case of non-adherence of the notice, the licensee shall be fined INR 500 per day.

## 2.2 Location of Nursery

The Nursery in Greater Noida which are available under this RFP located under high tension line are listed below:





S.No.	Location of the Nursery	Area (sqm)	Reserved Price of the License Fee (exclusive of GST) * (INR per sqm per year)
1	G-1, Alpha 1	15,769.65	37.94
2	G-2, Alpha 2	5,150	37.94
3	G-3, Alpha 2	5,200	37.94
4	G-6, Beta-I	4,581.50	37.94
5	G-7, Beta-I	8,805.47	37.94
6	G-8, Beta-I	5,213.83	37.94
7	G-9, Beta-1	7,958.19	37.94
8	G-26, Sector-37	18,260.00	37.94
9	G-14, Beta-II	8,318.12	37.94
10	G-23, Sector-31	20,000	37.94
11	G-25, Sector-37	12,100	37.94
12	G-4, Alpha 2	23,758	37.94

\*GST to be paid additionally by the Licensee along with the quoted License Fee.

GST or any tax liability to be borne by the Bidder at the point of payment of each instalment. The Bidders must bid for minimum one package and the bid amount should be above the Reserve Price. Each Bidder is allowed to bid for maximum 3 (three) Nurseries. Bids quoting lower than the Reserve Price will be summarily rejected.

### 2.3 License Fee and Payment Schedule

The License fee is to be quoted by the bidder should be above the reserved price as mentioned in Clause 2.2. The quoted License fee shall be paid on annual basis (in an interval of 12 months) and GST to be paid additionally.

The quoted Licensee Fee paid to the GNIDA, is subject to increase by in accordance with Cost Inflation Index per annum (GST to be paid additionally) during the total period of the License Agreement including the extended period, if any.

The License Fee for the first year must be paid in advance by the successful bidder within 15 days of signing of the contract. CEO GNIDA at his discretion may pardon any delay in payment by imposing penal interest of 2% per month for 3 months. After that If the successful bidder fails to pay the License fee within the stipulated timeline the contract shall stand nullified and Security Deposit & EMD submitted by the bidder shall be forfeited.

## 3 Eligibility and Evaluation criteria

### 3.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to be eligible for evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the conditions as mentioned in Table 1.

Table 1: Eligibility Conditions

#	Eligibility Conditions	Documentary proof to be submitted
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1	The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. or a Proprietorship.	Company Registration certificate For a Proprietorship – PAN Card and GST Registration
2	Financial Capacity: The Bidder must have an average annual turnover of at least INR 10 Lakh (For area less than 500 Sq meter) and Rs 20 Lakhs (for areas more than 500 Sq meters) in three (3) consecutive financial years in last four (4) financial years from the date of bid submission.	Form 2 and Audited Financial statements from Chartered Accountant or Statutory Auditor
3	Solvency Certificate from a Nationalized or Scheduled Bank of least INR 10 Lakh (For area less than 500 Sq meter) and Rs 20 Lakhs (for areas more than 500 Sq meters). Note: Should not be more than 6 months old from the last date of Bid submission.	Solvency Certificate from a Nationalized or Scheduled Bank
4	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Undertaking as per FORM 3
5	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.	Undertaking as per FORM 4

Only Eligible Bidders will be taken up for Financial Evaluation.

### 3.2 Evaluation

The evaluation shall be based on financial proposals received from the Bidders for each Nursery. The Financial proposals will be opened only for Eligible Bidders which satisfy all the eligibility criteria given in Clause 3.1. Financial bids of ineligible Bidders not be opened.

The Bidder will be selected on H1 basis, i.e. the Eligible Bidder with the highest offer price for a Nursery will be termed as Selected Bidder for the respective Nursery. LOA shall be issued to the Selected Bidder(s) for each Nursery. In case, two Bidders have the same financial bid, preference will be given to the Bidder with higher Average Annual Turnover in the last 3 financial years. One entity will not be allowed to have more than one nursery in each sector.



## Annexure A: Standard Forms

### FORM 1: Technical Proposal Submission Form

[Location, Date]

Dear Sir/Madam,

With reference to your BID Document dated \_\_\_\_\_, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for \_\_\_\_\_ (Insert name of Project)

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of selection as a Licensee for the aforesaid Project.

I/We shall make available to the GNIDA any additional information it may deem necessary or require for supplementing or authenticating the Bid.

I/We acknowledge the right of the GNIDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the GNIDA;
- 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 Bid or request for proposal issued by or any agreement entered into with the GNIDA or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the Bid document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory GNIDA which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;



- I/We further certify that no investigation by a regulatory GNIDA is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GNIDA in connection with the shortlisting of Bidder or in connection with the Selection Process itself in respect of the above-mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the BID 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 Bid is not opened or rejected;
- I/We have studied BID and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the GNIDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the BID Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the BID Document.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**FORM 2: Financial capacity of the Bidder**

#	Financial Year	Annual Revenue (in INR)
1.		
2.		
3.		
4.		

**Solvency of the Bidder -**

*Note: Attach audited financial statements as proof of the above figures.*

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>



## FORM 3: Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

### Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

\_\_\_\_\_

(Signature of the Authorized Person)

Name:

Designation:



## FORM 4: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

### Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:



## FORM 5: Financial Proposal

[Date]

To: [Name and address of Client]

**Subject: Financial proposal**

**Reference: (Insert name)**

Dear Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST shall be as per the terms stated in Clause 1.1.6 of the RFP document.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

\_\_\_\_\_  
Signature and Name of the Authorised Person

\_\_\_\_\_  
**NAME OF THE BIDDER AND SEAL**



## Annexure B: General Conditions of Contract (GCC)

### 1. General License Agreement

#### 1.1. General Provisions

##### 1.1.1. Definitions

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

- a) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- b) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Assigned Spaces” during the subsistence of this Agreement.
- c) **“As is where is basis”** means LICENSEE shall be licensed the said Assigned Space – Super Area, equipment, installations, fittings and fixtures on „as is where is basis” and the LICENSEE shall not make any additions or alterations in the licensed space, installations including electric installations and wiring without the prior permission of GNIDA in writing and when permitted by the LICENSOR the said additions and alterations shall be carried out by the LICENSEE at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the licensed Assigned Space rather LICENSEE shall be required to hand over the licensed Assigned Space in original condition at the end of license period.
- d) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India
- e) **“Commencement Date or Handover Date”** means the date on which the Licensed Space is handed over by **GNIDA** to the Selected Bidder, in accordance with the terms of this agreement.
- f) **“Damages”** shall mean any claim of **GNIDA** against the Licensee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which **GNIDA** shall be entitled to claim and adjust the Security Deposit.
- g) **“GNIDA”** means Greater Noida Industrial Development Authority.
- h) **“License”** means the licensing rights granted by GNIDA to the Selected Bidder for various activities inside the Assigned Licensed Space at GNIDA, based on the terms and conditions of the License Agreement.
- i) **“Licensee”** means the Selected Bidder, who has executed the license agreement with GNIDA pursuant to bidding process.
- j) **“License Fee”** means the amount payable by the licensee to GNIDA as per rates offered by the Selected Bidder for utilization of licensed space and accepted by GNIDA, including with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- k) **“License Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- l) **“Licensed Space”** means the specified spaces at GNIDA handed over by GNIDA to the licensee under and in accordance with this License Agreement.
- m) **“Selected Bidder”** means the bidder who has been selected by GNIDA, pursuant to the bidding process for award of license.





### **1.1.2. Law Governing License Agreement**

This license Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.1.3. Language**

This License Agreement 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.

### **1.1.4. Notices**

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this License Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

### **1.1.5. Authorized Representatives**

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

### **1.1.6. Taxes and duties**

GST shall be paid by the Licensee as applicable in addition to the quoted License Fee under this contract.

## **1.2. Commencement, Completion, Modification and Termination of Contract**

### **1.2.1. Effectiveness of Contract**

This License Agreement shall come into effect from the date the License Agreement is signed by both Parties. The date the License Agreement comes into effect is defined as the Effective Date.

### **1.2.2. Commencement of Services**

The Licensee shall begin carrying out the Services not later than 15 days after the signing of this Agreement.

### **1.2.3. Expiration of License Agreement**

Unless terminated earlier pursuant to License Agreement Clause 1.2.7 hereof, this License Agreement shall expire at the end of such time period after the Effective Date as specified in the RFP.

### **1.2.4. Modifications or Variations**

Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

### **1.2.5. Force Majeure**

#### **i. Definition**

For the purposes of this Agreement, "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 License Agreement impossible or so impractical as to be considered impossible under the circumstances.

#### **ii. No Breach of Contract**



The failure of a Party to fulfil any of its obligations under the License Agreement shall not be considered to be a breach of, or default, under this License Agreement 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.

iii. **Payment of License Fee**

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

**1.2.6. Security Deposit**

For the purposes of the Agreement, Security Deposit shall be deemed to be an amount equal to License Fee for 12 months as quoted by the Licensee under this contract (the "Security Deposit"); which must be provided in the form of a Bank Guarantee / FDR from a Nationalised or a Scheduled Bank.

The Licensee shall fulfil all conditions mentioned in this agreement. In case any services are not found as per the prescribed Terms of Reference as given in Section 2, the Authority may impose penalties on the Licensee. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Licensee by way of deemed liquidated damages, subject to a maximum of 25% (twenty-five per cent) of the Annual License Fee and may be recovered by appropriation from the Security Deposit as well. Depending on the severity of the situation, the entire Security Deposit may get forfeited.

**1.2.7. Termination**

Either Party may terminate this License Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

i. **By GNIDA**

The GNIDA may terminate this License Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GC Clause 1.2.7. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Licensee.

- a) If the Licensee does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Licensee becomes insolvent or bankrupt.
- c) If the Licensee, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Licensee is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the GNIDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 1.3 b) hereof.
- g) If the Licensee does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.



- h) If any information provided by the Licensee in the Bid submission is found to be false later on.
- i) If the Licensee creates any encumbrance on the Project Site/Project Facility

ii. **By the Licensee**

The Licensee may terminate this Contract, by not less than thirty (30) days' written notice to the GNIDA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 1.2.7 (ii):

- a) If, as the result of Force Majeure, the Licensee is unable to perform a material portion of the Services for a period of not less than Thirty (30) days.
- b) If the GNIDA fails to comply with any final decision reached as a result of arbitration pursuant Clause 1.3 b) hereof.
- c) If the GNIDA has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP

### 1.3. Settlement of Disputes

a) **Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the License Agreement and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this License Agreement or its interpretation.

b) **Arbitration**

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. CEO of GNIDA shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court as the case may be.

### 1.4. Third party Insurance

- i. The Licensee shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Licensee or his failure to perform its obligations under the agreement.
- ii. The Licensee shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Licensee agrees and undertakes to indemnify and hold the GNIDA harmless against all liabilities, losses, damages, claims, expenses suffered by the GNIDA as a result of such default by the selected Licensee.

### 1.5. Indemnification

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

### 1.6. Fraud and Corrupt Practices

- i. The Licensee and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, the GNIDA shall reject a Bid without being liable in any manner whatsoever to



the Licensee, if it determines that the Licensee has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the GNIDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the GNIDA for, *inter-alia*, time, cost and effort of the GNIDA, in regard to the BID, including consideration and evaluation of such Licensee’s Proposal.

- ii. For the purposes of this Clause 1.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the GNIDA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the GNIDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the this Bid document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the GNIDA in relation to any matter concerning the Project;
  - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the GNIDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 1.7. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and selected Bidder. Representatives conducting negotiations on behalf of the Selected Bidder must have written GNIDA to negotiate and conclude a contract.

## 1.8. Obligations of the Licensee

- i. Any incident of misbehaviour or misconduct from the deployed workforce of the Licensee towards the public shall be liable for punishment as decided by the GNIDA. In case of repetition of similar fault, the GNIDA may decide to terminate the contract, forfeit the Security Deposit and blacklist the Licensee.
- ii. The Licensee shall pay the electricity/water charges pertaining to the assigned area/facility, as indicated by the installed meter/sub meter (if any).
- iii. The Licensee shall compensate GNIDA for any damage or loss if found in such properties with the replacement value as decided by same. In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- iv. No personal shall be employed by the Licensee whose age is below 18 years.



- v. Keep the assigned facility neat and clean condition and in conformity with applicable laws and applicable permits.
- vi. Responsible for regular, routine and preventive maintenance of the assigned facility.
- vii. The Licensee shall pay annual License Fee (per square meter) to the GNIDA to use the assigned facility within 10 days of the start of the new 12-month cycle from date of signing of contract.
- viii. In case of any delay in annual payment to the GNIDA, the Licensee may be fined INR 1,000/- per day of delay.
- ix. In case of default in payment, the GNIDA shall issue a warning along with a show cause notice to the Licensee. After 2 warnings the GNIDA shall be bound to terminate the License Agreement and forfeit the Security Deposit deposited by the Licensee.
- x. The Licensee shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety.
- xi. Secure applicable permits/approvals.

### **1.9. Obligations of the GNIDA**

- i. Provide location for setting up Nurseries, on as is where basis, as mentioned in this RFP document.
- ii. Grant in a timely manner all such approvals, permissions and authorizations which the Licensee may require or is obliged to seek from the GNIDA in connection with licensing of Nurseries and the performance of the Licensee obligations as per RFP.



## Annexure C: List of Plants and Trees

The Licensee must plant & maintain the following in the prescribed location by the Authority post agreement.

*Table 2: Trees to be planted by the Licensee*

S.No.	Name of Tree	No.of Trees per Year per 1000 sqm allotted land*	Height of the tree at the point of planting	Minimum age of the tree at the point of planting
1.	Bottle Palm	10	8 feet to 10 feet	6 years
2.	Amaltas	30	6 feet to 8 feet	3-4 years
3.	Gul Mohar	30	8 feet to 10 feet	6 years
4.	Currassia	30	6 feet to 8 feet	3-4 years
5.	Kachnar	30	8 feet to 10 feet	6 years

\*the number of trees to be planted & maintained per 1000 sqm area of land allotted. For example – Licensee is allotted with 2000sqm of land for nursery, in that case the licensee must plant & maintain 2 x (No.of Trees per Year per 1000 sqm allotted land).

S.No	Name of Plant / Shrub	No.of Plants/Shrubs per Year per 1000 sqm allotted land*
<b>For Winter Season</b>		
1.	Nastratium	500
2.	Caryopsis	500
3.	Poppy Red	500
4.	Calendula	500
5.	Phlox	500
<b>For Summer Season</b>		
1.	Cosmos	1000
2.	Vinca	1000
3.	Gaillardia	500
4.	Gomphrena	500
5.	Sun Flower	500

\*the number of plants/shrubs to be planted & maintained per 1000 sqm area of land allotted. For example – Licensee is allotted with 2000sqm of land for nursery, in that case the licensee must plant & maintain 2 x (No.of Plats/Shrubs per Year per 1000 sqm allotted land).