



New Town Kolkata

Name of Work -- Maintenance of Softscape, Hardscape, Trees, and Potted plants across Uniworld City, Newtown, Kolkata Residential Campus.

Open Tender are invited as per Prequalification criteria stipulated in Tender Document for the following work at UNIWORLD CITY (UWC), New Town, Kolkata by Kolkata Uniworld City Apartment Owners Association (KUCAOA)

Details of the Tender & Tender Documents are available in website (<https://kucaoa.in>) and have to participate in bidding process by submission of bids in sealed envelopes at the Facility Manager, KUCAOA Office at UNIWORLD CITY (UWC), New Town, Kolkata only. Interested bidders may contact at fm@kucaoa.in

SHORT TENDER NOTICE

WORK OVERVIEW

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| Name of work | Maintenance of softscape, hardscape, trees, and potted plants across Uniworld City, Newtown, Kolkata Residential Campus. |
| Tender No. | KUCAOA/RFP/HC/3/26 dated 13 February 2026 |
| Time of Completion | One Year (12 Months) |
| Last date of submission of tender | 28 February 2026 (up to 15:00 hrs) |
| Date of Opening of Tender | 28 February 2026 (after 16:00 hrs) |
| Mobilization Period | 07 Calendar Days from the date of Work Order/Commencement |
| Indicative Minimum Manpower | 22 Gardeners + 2 Supervisor |

Financial Eligibility

Turnover: Average Annual turnover of last three financial years – INR 50 Lakhs. (Enclose Audited Balance sheet of last three financial years)

Net worth – Positive net worth in last three financial years. (Enclose Audited Balance sheets of last three financial year)

Technical Eligibility

Experience

Experience of executing at least 3 (three) Residential/ Commercial landscaping/ Horticulture development/ Maintenance contracts for Commercial/ Residential complexes of minimum work value of INR 30 Lakhs* (Rupees Thirty Lakhs) each in last 5 (five) years.

Documents to be submitted: Certified copies of work order explicitly mentioning the name of work, complex/housing society/commercial establishment with work value and date of work order.

*** Value of work without GST.**

NOTICE INVITING TENDER

Open Tender is invited from reliable, bonafide & experienced agency with required experience as per prequalification criteria stipulated in tender document for “**Maintenance of softscape, hardscape, trees, and potted plants across Uniworld City, Newtown, Kolkata Residential Campus.**”

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| A. TENDER No. | KUCAOA/RFP/HC/3/26 Dated 13 February 2026 |
| B. MODE OF TENDER | Details of the Tender & Tender Documents are available in website (https://kucaoa.in) and bidders have to participate in bidding process by submission of hard copies ONLY at the Facility Manager Office at Downtown Tower 02, Facility Office, UNIWORLD CITY (UWC), New Town, Kolkata only. Interested bidders may contact at fm@kucaoa.in |
| C. Uploading of TENDER Inviting bids in the Website of KUCAOA | 13 February 2026 (FROM 14:00 hours onwards) |
| D. Cost of Tender Document | Rs - 1,000/- (Rs. One thousand only) |
| E. EARNEST MONEY DEPOSIT | Rs - 50,000/- (Rupees Fifty Thousand only) |
| F. DATE OF CLOSING OF TENDER | 28 February 2026 (Up to 15:00 hrs) |
| G. DATE & TIME OF OPENING OF BID IN PRESENCE OF THE BIDDER (NOT MORE THAN ONE PERSON PER BIDDER) | 28 February 2026 (after 16.00 hrs.) |

Note: In the event of any unforeseen closure of work / holiday on LAST due DATE OF SUBMISSION / OPENING OF TENDER, the DATE WILL BE AUTO EXTENDED on the next working day without any further notice.

ANNEXURE A: IMPORTANT INSTRUCTIONS FOR OPEN TENDER IN SEALED ENVELOPES)

1. All entries in the tender should be entered offline - Technical & Commercial Formats without any ambiguity.
2. Open Tender (Hard Copy in sealed envelopes) cannot be accessed after the due date and time mentioned in NIT/RFP.
3. KUCAOA reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part without assigning any reason thereof.
4. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
5. No deviation to the technical and commercial terms & conditions are allowed except mutually agreed upon.
6. The bidders must submit all the documents required as per terms of tender. Any other document submitted which is not required as per the terms of the tender shall not be considered.
7. The bid will be evaluated based on the filled-in technical & commercial formats.
8. Bidder has fully read and understood the entire Tender Document, Corrigendum and Addendum, if any downloaded from under the instant Tender and no other source, and will comply with the said document, Corrigendum and Addenda. A declaration in this regard is to be submitted by the bidder as Annexure given.
9. (A) Tender will be opened manually on specified date and time as mentioned in the RFP.
(B) **Necessary addendum/corrigendum (if any) of the tender would only be hoisted in the UWC, New Town, Kolkata website.**

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| Offer Submission Address | Office of the Facility Manager, Flat No. – 001, Down Town Tower – 2 Uniworld City, New Town, Action Area III, Kolkata-700160 |
| Contact for Queries | Email: fm@kucaoa.in Phone: (033) 4064 – 8132 / +91-8017022440 |

ANNEXURE B: COMMERCIAL TERMS & CONDITIONS

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| 1. | Mere participation in Open Tender will not mean that a particular bidder will be automatically considered qualified and their bids will be entertained. Such qualification will be reviewed at the time of evaluation of bids also. |
| 2. | The Terms and Conditions of the Tender shall be read in conjunction with the Bill of Quantities and other documents forming part of this Contract wherever the Contract so requires. |
| 3. | The several documents forming the Contract shall be taken, as mutually explanatory to one another and in case of any discrepancies; the Bill of Quantities shall prevail over the Specifications and the Terms and Conditions. |
| 4. | Intending bidders must take into account any cost or expense incurred by them in connection with the preparation and submission of their bids or for any other expenses incurred in connection with such bidding. |
| 5. | Bidder shall get himself thoroughly familiarized with the site conditions, He may contact the Facility Manager, KUCAOA, New Town, Kolkata or his authorized representative at his office in this regard. Non-compliance of the same will in no way relieve the successful bidder of any of his obligations in performing the work in accordance with this Bid Document within the quoted price. |
| 6. | VALIDITY: The tender shall remain open for acceptance for a period of 90 Days from the date of opening of techno-commercial bid. |
| 7. | NON- RESPONSIVE BIDDER :- The offer/tender shall be treated as non-responsive, if it : |
| i. | Does not meet the Qualification Criteria as stipulated in the NIT/RFP. |
| ii. | The bidder submits conditional offer / impose own terms and conditions / does not accept tender conditions completely/offer or tender if submitted with any deviation from the tender terms & conditions. |
| | In addition to above, a bidder may be disqualified if – |
| | a) The bidder provides misleading or false information in the statements and documents submitted. |
| | b) The decision of KUCAOA, in this regard shall be final and binding on the Bidder. |
| | Offer / tender is submitted with any deviation from the tender terms & conditions. |
| 8. | In the event of the successful bidder failing to execute the order within the stipulated delivery period without sufficient reasons acceptable to KUCAOA, the Security Deposit may be forfeited and the order be cancelled at the option of the UWC apart from other actions. |
| 9. | The bidder shall quote his price as per the Bill of Quantities in the Price bid |
| 10. | Orders may be placed in full/part to the lowest bidder. |
| 11. | Price(s) to be quoted should remain firm over the contract period. |
| 12. | The prices quoted shall be including all statutory levies excluding GST, which shall be paid extra. |
| 13. | EVALUATION CRITERIA: As per relevant clause of Tender document. |
| 14. | PAYMENT: As per Tender document. |
| 15. | Location: As per Tender document. |
| 16. | Time of Completion: As per Tender document. |
| 17. | Work is to be carried out as per terms & condition of the contract document. |
| 18. | Price adjustment/ Escalation clause: The Contract shall be executed on a firm and fixed price basis. No escalation or price adjustment shall be admissible on any account, including increases in material, labour, fuel, transportation, or statutory levies (except GST). The quoted rates shall remain firm throughout the contract period, including extensions granted without additional cost. |
| 19. | Technical capacity: As stipulated in Tender document. |
| 20. | Financial capacity: As stipulated in Tender document. |

Besides the above conditions all other conditions as stated in the NIT/RFP, BOQ, Special Conditions of Contract, Instruction to the tenderers, G.C.C. shall have to be agreed by the Bidders.

Uniworld City (UWC) , New Town, Kolkata

RFP No.: KUCAOA/RFP/HC/3/26 Dated 13 February 2026

NOTE: Last Date of Download of Tender document : 28 February 2026 (up to 14.00 hours)

Tender is due for submission by 15.00 hours On 28 February 2026

Name of Work – Maintenance of softscape, hardscape, trees, and potted plants across Uniworld City, Newtown, Kolkata Residential Campus

ANNEXURE C: INSTRUCTIONS TO BIDDER

Maintenance of softscape, hardscape, trees, and potted plants across Uniworld City, Newtown, Kolkata Residential Campus

The work as described in the tender shall be executed in Newtown, Kolkata and in accordance with the attached Special Conditions of Contract, Particular specifications, and Drawings (if any) & detailed Bill of Quantities. Location Plan of the place of work might be inspected at the OFFICE OF KUCAOA, Uniworld City (UWC), New Town, Kolkata on any working day before quoting for the tender.

1. MODE OF SUBMISSION OF BID:

- i) Please read this scheme document carefully before submission of the bid.
- ii) Complete set of bid document shall be available for download by interested bidders from web portal of KUCAOA (<https://www.kucaoa.in>).
- iii) Bid as per direction should be submitted physically by dropping it in the Tender Box kept in the facility office or through speed post.
Submission Address: Office of the Facility Manager, Facility Office of KUCAOA, Unit no. 001, Downtown Tower 2, Uniworld City, New Town, Action Area III, Kolkata-700160.
- iv) All bidders must submit their offers strictly in accordance with the terms and conditions set out in the bid documents and no deviation will be accepted. The Bid documents shall be put in sealed envelopes as follows:
 - a) A demand draft for Rs 1000/- (Rupees One Thousand Only) towards cost of TENDER BID documents, drawn in favor of **Kolkata Uniworld City Apartment Owners Association**.
 - b) Earnest Money Deposit as mentioned at Para 2 of instruction to the bidder (EARNEST MONEY) below.
 - c) A Bid shall contain the scanned copies of documents which are to be submitted.
 - d) It shall contain with Price Bid as per BOQ and Form of Bid duly signed, sealed & filled up by the bidder.
- v) Late Offers shall be summarily rejected. KUCAOA / Bid Issuing Authority will not be responsible for any misplacement or late receipts through post or any request for issuance of Bid documents and for subsequent submission thereof.
- vi) All the bidders should submit the Bid in accordance with the Mode of submission of Bid as aforesaid.
- vii) **GST registration** – Valid GST registration (Enclose GST Registration certificate)
- viii) **Valid PAN number**. (Enclose copy of PAN)

N.B.-1 The bidder will have to produce the original documents or any additional documents, if asked for, to satisfy the Authorities.

N.B.-2 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.

2. EARNEST MONEY:

- 2.1. An Earnest Money of the bid is Rs 50,000/- (Rupees Fifty Thousand Only) shall be applicable.
- 2.2. Earnest Money shall be deposited by Banker's Cheque or by Demand Draft of any Nationalized Bank/Scheduled Bank of India drawn in favour of **Kolkata Uniworld City Apartment Owners Association**, payable at Kolkata.
- 2.3. Earnest Money in the form of Banker's Cheque/ Demand Draft shall be submitted in a separate sealed envelope marked "EARNEST MONEY" and superscribed with the title of the work, Bid No, Bidder's identity, etc.

3. OPENING OF BIDS:

- 3.1. The bid will be opened on the date and time as fixed in the Bid document, at the designated address provided in the RFP.

4. VALIDITY OF OFFER:

- 4.1. The Tender shall remain valid for a period of 90 Days from the date of opening the same. Before expiry of this validity period, the Bidder will not be able to amend his quoted rates or tender, making them unacceptable for KUCAOA and / or withdraws his offer.

5. DETAILED SCRUTINY OF TENDERERS:

- 5.1. During the course of examination of the bid, the bidders, if asked for, shall furnish any or additional document(s) for the purpose of evaluation of his / their bids.

6. EVALUATION CRITERIA:

- 6.1. The date of opening of tender as per RFP shall imply opening of bid only on that date. After opening of bids, evaluation of techno-commercial part of all the bids shall be done. Price Bid of techno-commercially qualified bidders shall be opened at a later date after due evaluation with intimation to all the bidders, whether Techno-Commercially qualified or not. After opening of Price Bids of techno-commercially qualified bidders, further process shall be considered by the Tender Inviting Authority and the decision of the Tender Committee would be final.
- 6.2. Bid evaluation
 - i) Technically qualified bids would be evaluated for financial bids.
 - ii) Service charge should be quoted by the bidders as per BOQ below and L1 bidder will be the successful bidder and considered for work order after price negotiations.
 - iii) In case the L1 Bidder cannot take up the work due to any circumstance, the L2 bidder after price negotiations will be awarded the work.

7. ACCEPTANCE OF TENDER:

- 7.1. KUCAOA reserves the right to accept / reject any / all offer(s) without assigning any reason thereof and also reserve the right to accept the tender in part or as a whole.
- 7.2. Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his tender liable to rejection.
- 7.3. The successful Tenderer will be notified in writing of the acceptance of his tender. The "Tenderer" then becomes the "Contractor" and he shall forthwith take steps to start the work immediately and further execute the Contract Agreement within six weeks of issue of Letter Of acceptance and fulfill all his obligations as required by the Contract.
- 7.4. The receipt of the Letter of Acceptance (LOA) by the Bidder by any means of communication (i.e. registered Post or Electronic means) will be considered of the LOA having been received by the Bidder and termed to be a formal Agreement between the Bidder and KUCAOA to start the works.
- 7.5. Earnest Money of the successful Bidder would be forfeited if the Bidder refuses to start the works within a reasonable time thereafter.

8. REFUND OF EARNEST MONEY:

- a) The Earnest Money received, will be refunded or released as the case may be to the unsuccessful Bidders without any interest within 7 days from the date of issue of Letter of Acceptance or just after the expiry of the validity of the offer, subject to the provisions made in "Validity of Offer" Clause herein.
- b) The same DD/ BC/ Pay order etc. of unaccepted Bidders, submitted as Earnest Money, shall be returned / refunded without any interest.

9. SECURITY DEPOSIT:

- a) The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the KUCAOA as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the KUCAOA shall return the Bid Security (Earnest Money), to the Contractor.
- b) Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the KUCAOA may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract. The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Completion Period plus 60 days and shall be extended from time to time, depending upon extension of contract, if any.
- c) Refund of Security Deposit: Security Deposit shall be returned to the Contractor along with or after, the following:

- i) Final Payment of the contract.
- ii) Execution of Final Supplementary Agreement and Certification by Engineer in charge that the works have been completed satisfactorily as per the specifications and KUCAOA has No Claim on Contractor.
- iii) Within 3(three) months of the completion of the works.
- d) Forfeiture of Security Deposit: Whenever the contract is terminated/ rescinded as a whole the Security Deposit already with KUCAOA under the contract shall be forfeited.

10. MISCELLANEOUS:

- i) Bidder shall submit his offer for complete scope of work, strictly in accordance with the tender documents. Any deviation from the tender documents and / or any incomplete tender shall not be considered.
- ii) The bidder shall not impose his own terms & conditions in his offer or quote his rates based on his own terms and conditions. Such bids are liable to rejection at the option of the KUCAOA without further reference to the bidder.
- iii) All materials shall have to be procured by the successful Bidder and shall be of the best and approved quality conforming to relevant specifications. The successful Bidder shall also arrange for the supply of all labour, tools and plants as stipulated in the Special Conditions of Contract, required for efficient execution of the work.
- iv) All measuring units are as per BOQ and rates and sums in the tender are in Indian Currency. The language used throughout shall be in English.
- v) The Tender Documents with all the enclosures, appendices, Abstract Form of Tender and Form of Tender shall be required to be complete, duly filled in and signed and submitted.
- vi) The Bidder shall give a declaration about the names of their relations employed in KUCAOA. It is not the intention to debar the Contractors from working if their relatives are working in KUCAOA, but such a declaration is necessary in the interest of KUCAOA against any possible lapses.

ANNEXURE 'D': GENERAL CONDITIONS OF BID

1. Definitions

1.1 Terms which are defined in the Bid Data may not necessarily have been defined in the conditions of Contract but keep their defined meanings

- a) "Communication" means any written instruction, notice, or record exchanged between the Authority and Contractor, including entries in the Site Instruction Book, official letters, and emails sent to the authorized email addresses listed in the Bid Data.
 - b) "Contract" or "Service Agreement" or "SA" means agreement signed between Authority and Contractor in accordance with terms and conditions of this Contract and will be based on SLA (service level agreement)
 - c) "Bid Data" defines the documents and other information which comprises the Contract.
 - d) "Project Facility" or "Facility" or "Project Facility Area" or "Facility Area" refers to all the assets owned by the Authority which includes buildings, equipment's, exhibits, artifacts etc. and as defined in Appendix 1 of this Contract.
 - e) "Contractor Equipment": Tools, tackles, and vehicles owned/rented/arranged by the Contractor at its own cost.
 - f) "Authority Equipment": Specific machinery provided by the Authority for the Contractor's use, as detailed in the Scope of Work.
 - g) "Contractor" means the selected entity/successful bidder who has completed the agreement signing formalities with the Authority for Comprehensive Facility Management Services in Uniworld City, New Town, AA – III, Kolkata700160
 - h) Days are calendar days; months are calendar months.
 - i) "Defect" or "Service Deficiency" is any instance where the standard of work falls below the targets set in the Service Level Agreement (SLA) or where a Priority 1, 2, or 3 task is not completed within the Response Time defined in Appendix 1.
 - j) " Authority's Representative" is the person named in the Bid Data (or any other competent person appointed and notified to the Contractor to act in replacement of the Authority's Representative) who is responsible for supervising the Contractor, administering the Contract, inspect the works/services, certifying payments due to the Contractor, issuing and valuing Variations to the Contract.
- Authority's Representative shall have power to give notice to the Contractor or to his representative of non-compliance of any work /services or materials, and such work/services shall be suspended, or the use of such materials shall be discontinued until the decision of the Authority. The works /services will from time to time, be examined by the Authority / Authority's representative or any other representative appointed by the Authority.
- k) "Contractor's Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site to perform the Services.

- l) "AMC" means Annual Maintenance Contract.
- m) "CAM" Common Area Maintenance
- n) "Contract Period" is the period granted for undertaking Facility Management Services in the Project Facility as per this contract, commencing from the Effective Date.
- o) "Materials" are all supplies, including consumable, used by the Contractor for execution of all the Facility Management Services in accordance with this Contract.
- p) "Contractor Materials" means all tools, safety gear (PPE), fuel for machinery, and minor sundries required to execute the work, to be procured by the Contractor at their own cost.
- q) "Client Consumables" means agricultural inputs including but not limited to manure, fertilizers, pesticides, fungicides, and seasonal flowers, to be provided by the Authority as per Clause A5.2.
- r) "Service Level Agreement (SLA)" means the performance metrics, response times, and quality standards set forth in Appendix 1, against which the Contractor's performance will be measured and penalties applied. "Maintenance" means maintenance of the works and includes all matters connected with or incidental to such maintenance, provision of services and facilities in accordance with the provisions of the Contract.
- s) "Specifications / Operation & Maintenance Manuals" means the Specifications / manuals for performing operations and maintenance works included in the Contract and any modification or addition made or approved by the Authority / Authority's representative.
- t) "Commencement Date" means the date on which the Service Agreement will be signed between Authority and successful bidder/contractor.
- u) "Effective Date" or "Start Date" the date on which the mobilization period gets completed. It is the date when the Contractor shall commence execution of the services as per provisions of this Contract.
- v) "Variation" is an instruction given by the Authority's Representative, which varies the works/services from that defined in this Contract.
- w) "GC" in this contract shall mean General Conditions of Contract.
- x) "SC" in this contract shall mean Special Conditions of Contract.

2. Interpretation:

2.1. The documents forming the Contract with successful bidder shall be interpreted in the following order of priority:

- i) Agreement
- ii) The Schedules to the Agreement
- iii) Letter of Acceptance, notice to proceed with the services
- iv) Bid Data

v)Conditions of Contract including Special Conditions of Contract

3. Standard of Performance:

3.1. The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Authority”, and shall always support and safeguard the Authority’s legitimate interests in any dealings with Sub-Contractors or Third Parties.

4. Conflict of Interests:

4.1 The Contractor shall hold the Client’s interest’s paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Contractor shall promptly disclose the same to the Client and seek its instructions.

4.2 Contractor not to benefit from commissions, discounts, etc.

i) The payment of the Contractor in accordance with this Contract shall constitute the Contractor’s only payment in connection with this Contract and, the Contractor shall not accept for its own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.

ii) Furthermore, the Contractor shall comply with the CLIENT’s applicable procurement guidelines for procurement of goods, works or services.

4.3 Contractor and affiliates not to be otherwise interested in Project

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor and any entity affiliated with Contractor, shall be disqualified from providing goods, works or services resulting from or directly related to the implementation of the project.

4.4 Prohibition of conflicting activities:

The Contractor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

5. Confidentiality:

5.1. Except with the prior written consent of the Client, the Contractor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Contractor and the Personnel make public the recommendations formulated during or because of the Services.

6. Language and Law

6.1. The language of the Contract and the law governing the contract are stated in the Bid Data.

7. Delegation

7.1. The Authority may delegate any of his duties and responsibilities to other person after notifying the Contractor and may cancel any delegation after notifying the Contractor.

8. Communications

8.1. 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 under Registered post or Speed post or email. The notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. The notice sent by email shall be effective on confirmation.

9. Other Contractors

9.1 The Contractor shall cooperate and share the site with other contractors, Occupants, Operators, Public Authorities, utilities, and the engineer between the dates given in the schedule of other contractors.

10. Materials, Machinery & Equipment

10.1 The Contractor shall arrange and supply all equipment, tools, appliances, scaffoldings, and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract. The vendor will provide at least 2 bush cutters and 3 Lawn Mowers.

The maintenance, fuel etc. should be done by the contractor ensuring 90% availability of the equipment.

10.2 The Contractor shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.

10.3 All the material brought to the site shall be duly accounted for by the contractor and get insured against loss due to any reason whatsoever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the Client. The Client may summon the complete record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by Authority in writing.

10.4 The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority as applicable.

10.5 Storage of the material should be as per the instruction of the Horticulture in charge of facility office. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Client's Representative in Charge to remove the material.

11. Labour

11.1 The Contractor shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, food and transport.

11.2 The Contractor shall, if required by the client, deliver to the Authority a return in detail, in such form and at such intervals as the authorized officer of Client may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Client's Representative may require.

12. Compliance with Labour Regulations

12.1 During continuance of the contract, the Contractor shall abide at all times by all existing labor 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 notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

12.2 The Contractor shall keep the Client indemnified in case any action is taken against the Authority by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the client is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for nonobservance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments. Client's Representative /Authority shall have the right to deduct any money due to the Contractor including his amount of performance security. The Client/ Client's Representative shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.

12.3 The employees of the Contractor in no case shall be treated as the employees of the client at any point of time.

13. Personnel

13.1 The Contractor shall employ the required personnel to carry out all the services in accordance with this Contract.

13.2 Contractor shall provide at all times the sufficient manpower for execution of work as specified in Appendix 1 to manage the facility efficiently and effectively at Uniworld City, New Town, AA – III, Kolkata 700160. However, Contractor shall be responsible to maintain the service levels as required based on the service level agreement (SLA) and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the Contractor services at its own cost.

13.3 The Client will approve any proposed replacement or addition of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

13.4 If the Client asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the work in the Contract.

14. Working Hours, Overtime, Leave, etc.

14.1 The Contractor and his staff at the project site shall work as per the Client's calendar and work schedule agreed with the client.

14.2 The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Contractor remuneration is fixed as per the agreement. Any taking of leave by any Personnel for a period exceeding 3 (three) days shall be subject to the prior approval of Client, and the Contractor shall ensure that any absence on leave will not compromise the progress and quality of the Services.

15. Removal and/or Replacement of Personnel

15.1 In case of replacement of any of the Personnel deployed by Contractor, the Contractor shall provide as a replacement of a person of equivalent or better qualifications with the approval of the Client.

15.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

16. Client's and Contractor's Risks

16.1 The Client carries the risk which this Contract states are Client's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

16.2 Client's Risks:

The Client is responsible for the excepted risks which are

in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor 's employees) and contamination from any nuclear fuel or nuclear waste or radioactive toxic

explosive, or

a cause due solely to the design of the Works, other than the contractor's design.

16.3 Contractor's Risks:

All risks of loss of or damage physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

17.Directions of the Client

17.1 All the works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the client who shall be entitled to direct at what point or points and what manner they are to be commenced and from time to time carried out.

18. Approval by the Client

18.1 The Contractor shall submit the proposed operation and maintenance methodology to the Client who is to approve it if it complies with the requirements and specifications in accordance with the provisions of the Contract.

18.2 The Client approval shall not alter the Contractor 's responsibility for carrying out any of the works.

18.3 All programme , methodology prepared by the Contractor for the execution works are subject to approval by the Client or its representative before their use.

19. Modifications or Variations

19.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

20. Safety

20.1 The Contractor shall be responsible for maintaining the safety of all activities on the site.

20.2 In respect of all labour directly or indirectly employed in the work for the performance of the Contractor 's part of this contract, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

21. Discoveries

21.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Client. The Contractor is to notify the client of such discoveries and carry out the Client's instructions for dealing with them.

22. Access to the Site

22.1 The Client shall always have access to the Site and to all places where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

23. Instructions

23.1. The Contractor shall carry out all the instructions of the Client pertaining to works which comply with the applicable laws where the site is located.

23.2 The Client can inspect the Contractor 's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the client.

24. Fairness and Good Faith

24.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

24.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause above.

25. Change in Applicable Law related to taxes and duties

25.1 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by Contractor in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

26. Miscellaneous provisions:

26.1 Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

26.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

26.3 The Contractor shall notify the Authority of any material change in their status where such change would impact on performance of obligations under this Contract.

26.4 The Contractor shall always indemnify and keep indemnified the Authority against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the service level agreement.

26.5 The Contractor shall always indemnify and keep indemnified the Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's) employees.

26.6 The Contractor shall always indemnify and keep indemnified the Authority against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

26.7 All claims regarding indemnity shall survive the termination or expiry of the Contract.

26.8 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Contractor for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Authority.

26.9 The employees of the Contractor in no case shall be treated as the employees of the Authority at any point of time.

27. PAYMENTS TO THE CONTRACTOR

1. Total Cost of the Services

1.1. The contractor shall submit bills after the completion of every calendar month and normally payment will be released within 60 working days from the date of submission of bill if the bill is complete and correct in all respects. No claims will be entertained for any discrepancy

1.2. The Client is authorized to deduct any amounts as determined by the UWC Owner Association from the amounts due to the Contractor for any deficiency in services as per KPI/ SLA, provided by the Contractor.

1.3. Payment of Contractor's bill shall normally be made within 60 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time. No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

2. Currency of Payment:

2.1. All payments shall be made in Indian Rupees.

3. Payment Certificates

3.1. Payment Certificate against Services

- a) The payment for the entire Service Cost will be done on equal monthly instalments basis during contract period provided the SLA terms and conditions are adhered to.
- b) Overall cost escalation of per annum if applicable will be as per Bid Data.
- c) The Contractor shall submit to the client, the monthly statements/bills, along with monthly MIS report along with copies of instructions recorded in the instruction book containing the instructions and compliance made thereof, covering the work done since last bill.
- d) The client shall check the Contractor 's monthly statements and deliverables within 30 days based on the SLA agreement and certify the amount to be paid to the Contractor after considering any deductions, other recoveries in terms of the contract and taxes at source, as applicable under the law, and the credit or debit for the month in question in respect of service/SLA adherence provided by the Contractor. The Contractor shall be required to sign the corrections made, if any, in token of acceptance of the same before release of payment.
- e) The client may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate considering later information.

3.2. Payment Certificate against Reimbursable Cost

a) The Contractor shall submit to the client, a separate invoice against payments eligible against reimbursable cost if any incurred during the following/next month of invoice only if applicable. This must be accompanied by the communication/authorization for such expenditure by the authorized person of the client.

b) The Contractor shall submit invoices along with original supporting bills for payments incurred against reimbursable cost based on agreement of contract only in case reimbursable cost are in scope of the contract or based on mutual agreement.

c) The Client shall check the Contractor 's monthly statements of reimbursable cost within 30 days and certify the amount to be paid to the Contractor after considering any deductions. The Contractor shall be required to sign the corrections made, if any, in token of acceptance of the same before release of payment.

4. Taxes

4.1. GST, if applicable on Service level Manpower cost and any reimbursable costs borne by Contractor is to be rendered by the Contractor and shall be reimbursed by client to the Contractor.

4.2. As a condition, precedent for reimbursement of the GST, the Contractor shall provide a valid GST registration number issued by the concerned Statutory Authority.

4.3. The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the Contractor from client shall be solely borne by the Contractor. The Contractor alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws.

4.4. However, towards compliance with the applicable Tax laws, Authority shall deduct applicable taxes from the payments to be made by client to Contractor and Contractor shall not object to the same.

5. Cost of Repairs

5.1. Loss of damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the duration of Contract shall be remedied by the Contractor at Contractor 's cost if the loss or damage arises from the Contractor's acts or omissions or damage to main Contractor's work.

28. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

28.1 Commencement of Contract:

a) The date on which the Service Agreement will be signed between Client and Contractor will be identified as the 'Commencement Date'.

28.2 Mobilization Period

a) The Agency will be granted mobilization period as specified in Bid Data.

28.3 Commencement of Services

a) The date on which the mobilization period gets completed will be identified as the 'Effective Date'; The Client may request to mobilize part team on priority (if need be) during mobilization period, Contractor shall extend required assistance to the Authority if such request is raised.

b) This Contract shall come into force and effect on the "Effective Date".

d) Contractor shall begin carrying out the Services not later than the 'Effective Date' as specified in the Bid Data. In case of Contractor's failure to commence the services within specified period, the Authority by not less than thirty (30) days written notice to Contractor, declare this Contract to be terminated, and Contractor shall not have any claim against the Authority.

28.4 Contract Period

a) The Contract Period shall start from the 'Effective Date' as defined above, and shall be valid for a period as defined in Bid Data

b) Unless terminated earlier, this Contract shall expire on completion of entire Contract Period as specified in the Bid Data.

28.5 Entire Agreement:

a) This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

28.6 Force majeure

A) Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

a) Non-Political Events

i) Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.

ii) Radioactive contamination, ionizing radiation

iii) Epidemic, famine.

iv) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.

v) Strikes or boycotts or industrial action or any public agitation of any kind.

vi) Any event or circumstances of a nature analogous to any of the foregoing.

b) Political Event

i) Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Service Agreement cannot be applied.

ii) Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or any material assets or rights of the Contractor; provided the same has not resulted from an act or default of the Contractor or such person.

B. No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

C. Measures to be Taken:

i) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

ii) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

iv) During the period of their inability to perform the Services because of an event of Force Majeure, the Contractor, upon instructions by the "Client", shall either:

a) demobilize, or

b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

28.7. Suspension:

The "Client" may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

28.8 Termination

A) The client may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 60 days' notice in writing shall be served by either party on the other party clearly mentioning the grounds of Breach of Contract with a copy to the Client.

B) Fundamental breaches of Contract include, but shall not be limited to the following:

i) Breach of contract by Contractor

- a) the Contractor stops work for more than 4(four) days at a stretch when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the authorized officer of the Client.
- b) the Contractor is bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) the Client gives Notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period determined by the client.
- d) If the Contractor in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- e) The Contractor shall not engage the services of any Sub- Contractor for the purposes of discharging entire obligation under the Contract without approval of the Client.
- f) If the Contractor, having been given a notice in writing by the client, fails to rectify, reconstruct, or replace any defective work or continues the execution of work in an inefficient, improper, workman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 7 (seven) days of the issue of said notice.
- g) If the Contractor commits any acts of defaults with respect to conditions of contract.

ii) Breach of contract by Client

- a) the authorized representative of the client instructs the Contractor to delay the progress of works or to temporarily stop the work and the instruction is not withdrawn within a continuous period of 30 days.
- b) the client is bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) A payment certified by the authorized representative of the client is not paid to the FMC within 60 days of the date of certification by the Authorized representative of the Authority.

C. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

D. After the termination of the contract under this clause, the client shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the client in this regard.

28.9. Payment upon Termination

A) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the client shall issue a certificate for the value of the work done less advance payments received upto 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 as indicated in the Bid Data.

B) If the Contract is terminated because of a fundamental breach of Contract by the client, the client shall issue a certificate for the value of the work done. This work value shall take into account the cost of balance material brought by the Contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor 's personnel employed solely on the Works, and the Contractor 's costs of protecting and securing the works and less advance payment received upto to the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.

C) No Compensation for Alteration in or Restriction in Works

28.10. Disputes Resolution Mechanism

a) If any dispute or differences of any kind what-so-ever arise between the client and the Contractor in connection with or arising out of this contract or the execution of work, these shall be resolved as under.

b) Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the contract, the dispute shall, in the first instance, be referred for settlement to the client and he shall, within a period of sixty days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the Contractor shall proceed with the execution of the work on receipt of the decision of the client as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

c) Before going for arbitration, the decision of client can be placed in Executive Committee or board of members of client.

d) If the client has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty days from the receipt of the latter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.

e) If the client fails to convey his decision within a period of 60 (sixty) days from the date on which the said request was made by the Contractor, he may refer the claim to Executive Committee of client , before going for arbitration.

f) Neither party shall be entitled to bring a claim for arbitration, if it is not filled as per the time period already specified or within six months of the following: -

i) Of the date of completion of the work as certified by the client or

ii) Of the date of abandonment of the work or breach of contract under any of its clauses, or

iii) Of its non-commencement or non-resumption of work within 10 days of written notice for commencement or resumption as applicable, or

iv) Of the cancellation, termination, or withdrawal of the work from the Contractor in whole or in part and / or revision for closure of the contract, or

iv) Of receiving an intimation from the client that the final payment due or recover from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been fortified and absolutely barred by the time for arbitration and even for civil litigation.

ANNEXURE 'E': SPECIAL CONDITIONS OF CONTRACT

1. INSURANCE

1.1. Insurance to be taken out by the Contractor

The Contractor shall be responsible to take out own cost but on terms and conditions approved by the Client, insurance against the risks for the complete contract period, and for the coverages in accordance with good industry practice. The client shall not be liable towards any insurance claims by or against the second party and or its sub- Contractors or employees of both.

1.2. Indemnity and Insurance

- a) The Contractor shall take out and maintain adequate indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- b) Client undertakes no responsibility in respect of life, health, accident, travel, or any other insurance coverage for the personnel or for the dependents of any such personnel.
- c) The Contractor shall indemnify at all times, the client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the client during or in connection with the services by reason of: (i) infringement or alleged infringement by the Contractor of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Contractor. The Contractor shall have no liability whatsoever for actions, claims, losses, or damages occasioned by (i) Authority's overriding a decision or recommendation of Contractor or requiring Contractor to implement a decision or recommendation with which Contractor does not agree; or (ii) the improper execution of Contractor's instructions by agents, employees or independent contractors of Client.

2. MANUALS & REGISTERS

2.1. The Contractor shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.

2.2. If the Contractor does not submit the asset register and manuals at the end of the contract period or they do not receive the Authority's approval, the client reserves the right to withhold the final bill payable to the Contractor.

3. DEDUCTION FOR NON-PERFORMANCE

3.1. Subject to the terms and conditions mentioned in the Contract, any deficiency by the Contractor in the performance of its delivery obligations, shall render him liable to any or all of the following penalties:

| Description | Expected for upkeep | Minimum Obligation | Deduction recovery to be affected in the monthly bill |
|--|---------------------|--------------------|---|
| Shortfall in deployment of Minimum manpower described in the agreement | 100% | 100% | 2% of the monthly bill |

| | | | |
|---|------|------|------------------------|
| Shortfall in Deployment of minimum machinery / tools described in the agreement | 100% | 100% | 3% of the monthly bill |
| Minor Defects (priority 2 and priority 3) as per the SLA | 100% | 98% | 1% of the monthly bill |
| Major defects (priority 1) as per SLA | 100% | 95% | 2% of the monthly bill |

- 3.2. In case of repetitive instances of non-performance regularly, the Client may take necessary action for termination of Contract.
- 3.3. In case of deficiency in service level agreement requirements, penalties as specified in Appendix 1 shall be applicable.

4. OBLIGATIONS OF FACILITY MANAGEMENT CONTRACTOR

4.1. Standard of Performance

The Contractor shall perform the services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall at all the times support and safeguard the client’s legitimate interest in any dealings with the other parties.

4.2. Law governing Services

The Contractor shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of Contractor, comply with the Applicable Law. The client shall notify Contractor in writing of the relevant local customs, and the Contractor after such notification, respect such customs.

4.3. Liability of the Contractor

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected Contractor arising out of or relating to this agreement will be to the extent of the Contract Value for Contractor.

The liability of the Contractor shall be as per the scope of work defined in Appendix 1.

5. Obligation of The Client

5.1. Assistance and exemptions

Client shall assist the Contractor and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work as per the Contract. Such assistance shall not be considered as Client’s obligation.

5.2. Access to Project Facility

Client warrants that Contractor shall have, free of charge unimpeded access to all land at Project Facility in respect of which access is required for the performance of the Services. The Client will not be responsible for any damage to such land or property thereon resulting from such access and will indemnify Contractor and each Personnel in respect of liability for any such damage unless such damage is caused by default or negligence of Contractor or Personnel or any affiliate of them.

5.3. Change in Applicable Law related to taxes and duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by Contractor in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

5.4. Utility services, facilities, and property of CLIENT

Client shall make available to the Contractor and the Personnel facilities access for the purpose of the Horticulture service and free of any charge, the utility services, facilities, and property of the client described in the Scope of Work.

5.5. Payment

In consideration of the Services performed by the Contractor under this Contract, the Client shall make to the Contractor such payments and in such a manner as is provided in the Agreement.

BID DATA

| S. No | Description | Detail | Comments |
|--------------|---------------------------------------|--|---|
| 1. | Name of the Client | Kolkata Uniworld City Apartment Owners Association- (KUCAOA) | |
| 2. | Address of Client | Uniworld City, New Town, AA – III, Kolkata700160 | |
| 3. | Name of the Contractor | | |
| 4. | Address of the Contractor | | |
| 5. | Commencement Date | | The date of signing of Service Agreement |
| 6. | Mobilization Period: | | 7 calendar days from Commencement Date |
| 7. | The Effective Date /Start Date: | | Date on which the mobilization period gets completed will be identified as the 'Effective Date' |
| 8. | Contract Period | | 01 years (12 months) starting from Effective Date. |
| 9. | Site Particulars: | | |
| 10. | The law which applies to the Contract | The Law of Union of India | |
| 11. | The language of Contract document: | English | |
| 12. | The Site possession date | NA | |
| 13. | The Currency of Contract | Indian Rupee | |
| 14. | Retention Money | No retention money will be deducted from each bill | |
| 15. | The amount of advance payment are: | NA | |

APPENDIX 1: SCOPE OF WORK FOR THE CONTRACTOR

A1 About the facility

Kolkata Uniworld City Apartment Owners Association (KUCAOA) is a 100-acre township in New Town, Rajarhat- one of the most sought-after real estate destinations in Kolkata both for residential & commercial space buyers. It has created new benchmarks in real estate and construction in West Bengal with its wide-open roads, spacious well-designed apartments as well as extensive parks and playgrounds.

A2 Broad Description of Service Level Agreement for Manpower Hiring Service for Horticulture Work

A2.1. This scope of work essentially indicates supplying manpower Operations, required machineries and tools for horticulture services pertaining to upkeep & smooth working of the entire premises as per the satisfaction of client and based on the SLA terms and conditions.

A2.2. Operation & Maintenance for the horticulture work will be carried out as per benchmarked maintenance practices

A2.3. The Contractor will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Contractor will be directly reporting to the client. The Contractor shall deploy the adequate manpower, required machineries and tools keeping in mind the SLA.

A3 Broad Description of Scope of work

The detailed scope of work is as follows:

1. Landscape maintenance & Miscellaneous: Maintenance of soft landscape of area of about 28 acres (including landscape, Driveway, walkway). as detailed below:
 - i) Attending on daily basis maintenance works of lawns, ground covers, creepers, flower beds, shrubs, hedges, in and around the lawn area, inside the entire Uniworld City campus including courtyards and Housing gate, approach roads to Housing Towers, internal roads including the berms, open yard, stone pavings with grass/pebble joints, as the case may be, all paved walk areas, courtyards, driveways, porch, parking lot, all building basement and parking areas, by daily sweeping and keeping the area tidy etc., including cost of all materials, tools and labour all as per instruction of AO (Services) etc. complete.
 - ii) Cleaning daily the entire area earmarked for maintenance by removing fallen dry leaves and all types of waste materials lying in the garden area conveying and disposing collected wastes in a place of 100 mtrs away from the edge of Garden/Lawn/Boundary of flower beds etc. with all necessary tools and plants.
 - iii) Watering the whole area of lawns/garden, turfs, flower beds under the contract daily at the rate of 4 to 5 liters per sqm area, uniformly, using all tools and tackles like rubber hose, sprinkler. Water will be made available at watering points.
 - iv) Applying manure (Supply of manure measured separately) by properly diluting and making into thin solution all as per direction of client (Services), once in a month or as directed by client .
 - v) Applying composite manure or fertilizer to pits once in a month all as instructed by the client.

- vi) Removal of undesirable weeds and the like from the lawns, turfs, flower beds, pits, and hedge pits etc.
- vii) Schedule of maintenance works are to be carried out zone wise at site schedule shall be followed as directed by client.
- viii) Maintenance of potted plants both indoors and outdoors available at Uniworld city campus as per detailed specification, all including watering daily, changing the location of indoor pots as required or directed, maintenance of pots at nursery all as per specifications and directions of client .
- ix) Jungle clearance activity: Clearing jungle, including uprooting of rank vegetation, grass, brush wood, removal of parthenium weeds and other unwanted plants/tall weeds, at ground level, clearing trees/saplings of girth upto 30 cms measured at a height of 1m above ground level, removal of vegetation in rain water drains of roads, dressing the berm of road side etc. including disposal of rubbish at a distance of 50M, all as per detailed specification and as per instructions of the client.
- x) Removal and relaying lawn whenever trenching work/construction activities must be undertaken by UWC Owner Association. The Contractor shall remove sheets of lawn from places identified and lace them in the nursery, in a shaded area & maintain them in proper condition, including watering, until the trenching construction work is completed. The removed lawn shall be re-laid in the same spot after proper preparations/ levelling off the ground. Red earth, manure, sand mix shall be applied, if necessary, complete work shall be executed. The manure, sand, red earth shall be measured and paid under relevant item, as per instructions of the client
- xi) Maintenance of hard surfaces at campus, including courtyards, approach road connecting Uniworld City Main gate and Housing gate, approach roads to offices, internal roads, including the berms, open yard, stone pavings with grass/pebble joints, as the case may be, all paved walk areas, courtyards, driveways, porch, parking lot etc. by daily sweeping and keeping the area tidy etc., including cost of all materials, tools and labour all as per instructions of the client.
- xii) Garden waste shredding, composting with available resource in the designated spot and handling of compost for proper upkeep.

Note: 1 For routine/ day to day land scape maintenance work the required number of workers and supervisors shall be deployed daily. A minimum of number of workers shall be deployed including a supervisor for work on Sundays and general holidays. The bills for the work executed shall be claimed monthly on a stipulated day by the contractor with documents in support of measurement details of work executed, attendance of work force; supervisors; payment made to workers and supervisors; deposits made with respect to ESI, P.F and adherence to all labour Act/ Rules/ Regulations which will be scrutinized by client, corrections if any shall be made and payments will be effected.

Note:2 The rate quoted is per month for an area of approx. 50000 sqm including driveway and Pathway 20000 sqm. In case work not carried out satisfactorily, the rate quoted shall be reduced based on actual area of work done proportionally on pro rata basis. Decision of UWC Owner Association shall be final and binding on contractor.

Note:3 The scope of work is only indicative of probable nature of work and the entire scope of maintenance is not limited to the information furnished above and shall include all such maintenance activities for proper healthy gardens.

- 1.1. Maintaining Green House/Nursery related work like cleaning, reporting, propagation of plants, etc. as required at Green house/Nursery and as per direction of client etc. complete.
- 1.2. Deploying experienced and qualified supervisor for supervising the maintenance activities, horticultural works such as maintenance of garden area, flower plants, trees, clearing grass, leaves etc. all as envisaged in the work order, arranging all materials, tools and work force, planning and supervising the day to day maintenance, repair works, development work and any work entrusted to contractor under this contract, keeping of day to day records, work register, attendance register, logbooks, complaint register, progress reports etc. as per the specification and as directed by client. The supervisor shall be present at site during execution of all works that will be executed under this contract and assist officers and staff of department in carrying out the works under this contract. Alternate arrangement shall be made by contracts during the absent of the supervisor. The supervisor shall have minimum qualification of Diploma in Horticulture/Agriculture & shall have minimum five years' experience in landscape works. CV of the supervisors with certified copy of the certificates/qualification to be submitted as proof.
- 1.3. Disposing the garden waste/landscape debris to outside the campus in an unobjectionable way from municipal Authorities by using mechanical transport including cost of labour for loading and unloading etc., complete, and as directed by client.

Note : Contractor, as per requirement of the client, will supply and install seasonal flowers during Summer & Winter in each phase according to the plan and availability of space after prior approval from the client. They will replace the dead or damaged plants and also plant shrubs in the vacant area of the already dead shrubs. Replacement of existing FULL-GROWN DEAD OR DAMAGED TREES will be CHARGEABLE. Contractor will repair the patches in existing grass lawns as and when required.

SLA/ KPI Clauses:

Below enclosed are the details of the various SLA as agreed and communicated to the contractor along with the frequency and the penalty that will be charged in case SLA is not followed/violated.

| SLA | Category | Description | Frequency | Penalty (First Violation) | Penalty (Consecutive Violation) |
|-------|---------------|---|-----------|--|---------------------------------|
| SLA-1 | Grass Cutting | Grounds team will mow formal grass areas from March to December, maintaining grass height not exceeding 25mm. Wet weather may delay but grass will be cut as soon as practicable. Meadow areas cut annually (Sep/Oct). Grass mowed every ten working days for fine turf (weather permitting). | Weekly | 0% of Monthly bill | 1% of Monthly bill |
| SLA-2 | Grass edging | All fine turf lawn edges cut on a monthly basis with edging shears or machine; grass edges reformed annually. | Monthly | 2% of Monthly bill for non-performance | N/A |

| | | | | | |
|-------|---------------------------|---|--|--------------------|--------------------|
| SLA-3 | Shrub beds | All shrub beds maintained, including planting and pruning. Herbaceous plants cut back and mulched annually. Areas dug over/divided yearly. Bedding plants changed biannually (May/Oct). Planting/fences maintained to minimize concealment opportunities for intruders. | Biannually | 2% of Monthly bill | SLA-4 |
| SLA-4 | Pruning and hedge cutting | The need for pruning depends on species, age, condition. Prune shrubs annually, hedges biannually in Aug/Sep, formal hedges once/year, informal hedges twice/year. All planting/fences maintained to minimize concealment of intruders. | Maintenance trimming: Once/year (formal), Bimonthly (informal) | 2% of Monthly bill | 5% of Monthly bill |
| SLA-5 | Tree maintenance | Pruning/felling as necessary, inspection monthly. Grounds team conducts inspections to identify hazards and resolve. | Monthly | 0% of Monthly bill | 1% of Monthly bill |
| SLA-6 | Weed control | Grounds team will minimize the presence of weeds in shrub beds. | Weekly | 0% of Monthly bill | 1% of Monthly bill |
| SLA-7 | Leaf collection | Leaves collected/disposed weekly to prevent excessive build up. | Twice a week | 0% of Monthly bill | 1% of Monthly bill |
| SLA-8 | Litter control | Litter inspections per landscape maintenance schedule. All sites cleared at least twice/week. | Twice a week | 0% of Monthly bill | 1% of Monthly bill |
| SLA-9 | Turfing / Seeding | Done as required, ensure all areas remain in good condition. Ideal times autumn and spring. | Twice a year | NA | NA |

| | | | | | |
|--------|----------------------|--|--|-----------------------|--------------------|
| SLA-10 | Watering | Watering the whole area of lawns/garden, turfs, flower beds under the contract daily at the rate of 4 to 5 liters per sqm area, uniformly, using all tools and tackles. Water available at points. | Nursery - Daily Lawn - Weekly Hedges - Fortnightly Flower beds - Twice a week in winters & alternate day in summers. As required during monsoon. | 0% of Monthly bill | 1% of Monthly bill |
| SLA-11 | Manuring | Applying manure (Supply of manure measured separately) by properly diluting and making into thin solution as per direction of AOA (Services), once in a month. | Monthly; Foliar Spary of NPK/fungicide/pesticide/fertilizer on flower beds - As required | 2% of Monthly bill | 5% of Monthly bill |
| SLA-12 | Flower Bedding | Seasonal flower bedding in designated area by Vertical Heads as needed; supply of all materials time to time. | Monthly/Quarterly | 0% of Monthly bill | 1% of Monthly bill |
| SLA-13 | Unobstructed Service | Non-obstruction of service by the service provider | Throughout the contract period | 5% of management fees | 7% of Monthly bill |

Below enclosed is the response time based on the priority of preventive maintenance expected from the FM team.

| Priority | Response time | Example |
|------------------------------------|--|---|
| Priority 1 - Emergency | Attend site - within 1 hour (normal working hours) and 2 hrs for non working hours | Tree's falling on roads/footpaths/buildings |
| Priority 2-Urgent | Attend site - within 24 working hours | Grass Cutting • Overgrown shrubbery preventing access for contractors • Overhanging branches • Requests from community |
| Priority 3: Minor improvement work | Work Completed - within 4 weeks | Fence clearance • Planting • Tree pruning and hedge cutting |

A4 Service levels

This section details how service levels will be monitored and how performance data will be provided to customers. A set of Performance Indicators has been defined, and for each indicator performance will be monitored monthly, unless otherwise stated. Any future performance data will be used as a management tool within Facilities, to identify areas of strong and weak performance, provide information and guidance to Facilities staff, and support planning for future improvements. Performance review meetings will be held as and when necessary, with key Customer Representatives, to provide an opportunity to: 1) discuss actual performance versus target 2) consider corrective actions where service is below the expected level 3) consider any matters escalated to senior level 4) consider fulfilment of the Customer's Responsibilities and any issues arising from this • Consider other relevant topics, including future requirements

| SLA of performance indicators -Target service levels | | | |
|--|---------------------------------------|--|--|
| Reference | Service name | Performance Indicator | Service level agreement |
| SLA 1-13 | Routine Maintenance / Client Requests | Delivery of routine maintenance | 90% of SLA 1-9 to be met in agreed timescale |
| SLA 1-13 | Reactive maintenance | Response to urgent work/client request | 90% of urgent reactive works completed within the designated timescale |

III. (2.) Reporting

The Contractor shall establish a MIS system for reporting. The Contractor shall submit the following reports on monthly basis to the Client:

- a) Initial Review Report.
- b) Monthly Reports.
- c) Deployment Report; and
- d) Attendance Reports
- e) Statutory compliance intimation report

The MIS report shall cover the following aspects:

- a) Consumption and stock of consumables
- b) Compliance of preventive maintenance plan
- c) Resource deployment report (manpower, equipment)Expense report (committed and invoiced amounts)
- d) Status of periodic activities as described under scope of work for Operation, Maintenance.
- e) Facility Inspection: The Contractor shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain / enhance the appearance, operation, and safety aspects of all the facility as approved by Client. The Contractor shall indicate frequency of inspection covering all premises.
- f) Highlight Critical Issues / Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
- g) Complaint Management reporting.
- h) Statutory compliance intimation report: Contractor shall maintain a log/ tracking sheet of all statutory or regulatory compliances such as environment clearances, all NOC's, etc. including their renewal dates. Contractor shall monitor and intimate the Client minimum 30 days in

advance before expiry of any such statutory or regulatory compliances. The contract shall adhere to ESIC, provident fund and other applicable state rules/norms/laws from time to time and shall be fully accountable for non-compliance.

- i) Any other reports / compliance certificates as needed from time to time

A5 MANPOWER AND QUOTATION

A 5.1 Below enclosed is the amount agreed between the contractor and the client whereby the client will pay _____ to the contractor every month provided the SLA is adhered to . In case the SLA is not met based on the annexure attached under the section-SLA/KPI clause, there will be amount deducted per month based on the agreement between client and contractor. GST applicable as per Govt. Rules & Regulations and the below mentioned rates are valid for 1 year from the quotation date.

A5.2 The client will be responsible to provide 3 lawn mowers and 2 bush cutter to the contractor. Client would provide manure, fertilizers, pesticides, fungicides, seasonal flowers etc. to the contractor. The contract must submit the quarterly requirement and plan for the same 2 months in advance. It is the responsibility of the contractor to arrange tools and tackles, equipment, stock register maintenance of fertilizers, pesticides/insecticides, fungicides, season flowers & manure.

A 5.3 The contract shall keep a record of number of hours of operation and place of operation of lawn mowers and brush cutters. The contractor is responsible to procure fuel for the Lawn Mowers and brush cutters and the same shall be reimbursed. Contract is fully responsible for any repair of the breakdown of the equipment for repair within reasonable time, at its own cost.

The Contractor shall have the following sufficient manpower to efficiently and effectively manage the facility constructed at Kolkata Uniworld City Apartment Owners Association (KUCAOA) to be deployed everyday.

- Indicative number of gardeners: 22 nos.
- 1 supervisor will be deployed every day.

A5.4 Below is the summary of manpower requirement by the Client:

- i) Contractor shall provide sufficient manpower for horticulture to efficiently and effectively manage the facility constructed at Kolkata Uniworld City Apartment Owners Association (KUCAOA), New town Kolkata. However, Contractor shall be responsible to maintain the service levels as required and shall be liable to deploy additional manpower as per the requirement to fulfil the scope of work for the Contractor services at its own cost.
- ii) Distribution of manpower and shifts to be decided by Contractor.
- iii) Police verification of the manpower deployed by the Contractor should be complete and client can ask to share the information with them any time, if required.
- iv) Govt. minimum wages will be applicable for manpower deployment.

A.5.5. For additional manpower requirement on temporary basis, Contractor shall indicate daily cost separately for such manpower in the format provided as annexure to financial bid format. Contractor would provide such temporary manpower on receiving written request from client for the same. Cost for such temporary manpower shall not be added to financial bid or used for financial ranking of bidders.

A6 Other Inclusions & Exclusions of the Services

A6.1 Other Inclusions

- i) Contractor shall procure required consumables and equipment for the project as per approval from the authorized representative. A logbook shall be maintained by the Contractor. The entries shall be verified from the client on daily basis. Contractor shall submit invoices for reimbursement on monthly basis along with submission of supporting documents. The client shall deduct amount from the invoice where there is no supporting document. Further, the client shall ascertain the reasonableness of the amounts claimed by the contractor before payment before approving the invoice amount..
- ii) Contractor shall maintain adequate stock of all consumables required for unhindered operations of the facility as per the satisfaction of the client, at their own cost
- iii) Administrative support will be provided by Contractor for all insurance claims.
- iv) Any additional expenditure incurred due to emergent nature or by specific request of client shall be reimbursed based on the agreed rates.

FORM-T1: Weekly Work Flow

'WORK OPERATIONS REPORT' in lieu of the WWF (weekly work flow)will be submitted on 8th, 15th, 22nd and the last day of the month for verification & certification by the SPOC representing the client. Any urgent alteration if any to the WWF chart to be notified by the client's SPOC in writing to Contractor on time so that they can get it executed properly.

Signature of the applicant Name & Designation

with Company's Seal

Place:

Date:

FINANCIAL BID / PRICE SCHEDULE

| | |
|-------------------------|--|
| Tender No: | KUCAOA/RFP/HC/3/26 |
| Name of Work: | Maintenance of softscape, hardscape, trees & potted plants at Uniworld City, Newtown, Kt |
| Contract Period: | 12 Months (Price Firm for the duration) |

1. BIDDER DETAILS

| Sl. | Particular | Details to be Filled by Bidder |
|-----|------------------------------|--------------------------------|
| 1 | Name of Agency | |
| 2 | Registered Address | |
| 3 | Contact Person & Mobile | |
| 4 | Email ID | |
| 5 | GST Registration No. | |
| 6 | PAN No. | |
| 7 | Years of Relevant Experience | |

2. SCOPE PRICING SUMMARY (LUMP-SUM SERVICE CHARGE)

Contractor Scope: Manpower, tools, machinery, fuel, uniforms, PPE, supervision, insurance, statutory compliance, and all operational expenses.

Client Scope: Fertilizers, manure, pesticides, and seasonal plants.

A. Manpower Cost (Minimum Deployment)

| Sl. | Category | Nos. | Monthly Rate / Person | Monthly Amount (■) |
|-----|--------------------------|------|-----------------------|--------------------|
| 1 | Gardeners | 22 | | |
| 2 | Horticulture Supervisors | 2 | | |
| | Total (A) | | | ■ _____ |

B. Machinery & Equipment Cost (Includes fuel, repair & maintenance)

| Sl. | Description | Monthly Cost (■) |
|-----|--|------------------|
| 1 | Lawn mowers – 3 Nos (Fuel + Maintenance) | |
| 2 | Bush cutters – 2 Nos (Fuel + Maintenance) | |
| 3 | Hand tools, tackles, and specialized equipment | |
| | Total (B) | ■ _____ |

C. Operational & Administrative Cost

| Sl. | Description | Monthly Cost (■) |
|-----|---|------------------|
| 1 | Uniform, PPE, and Safety gear | |
| 2 | Transportation and Logistics | |
| 3 | Site Supervision and Management Overheads | |
| 4 | Insurance and Statutory Compliances | |

| | | |
|---|------------------------|---------|
| 5 | Miscellaneous Expenses | |
| | Total (C) | ■ _____ |

3. CONSOLIDATED PRICE SUMMARY

| Component | Amount (■) |
|---|------------|
| Total Monthly Manpower Cost (A) | |
| Total Monthly Equipment Cost (B) | |
| Total Monthly Overhead Cost (C) | |
| TOTAL MONTHLY SERVICE CHARGE (A + B + C) | ■ _____ |

4. TOTAL CONTRACT VALUE CALCULATION

| Particular | Amount (■) |
|--|------------|
| Total Monthly Service Charge | |
| Contract Period | 12 Months |
| Total Annual Contract Value (Excluding GST) | ■ _____ |
| Applicable GST (%) | |
| Total GST Amount | ■ _____ |
| GRAND TOTAL ANNUAL CONTRACT VALUE (Including GST) | ■ _____ |

5. BID DECLARATION

1. The quoted rates are firm and fixed for the entire 12-month contract period.
2. Rates include all statutory levies, insurance, and overheads, excluding GST.
3. We accept all terms and conditions of Tender No: KUCAOA/RFP/HC/3/26 without any deviation.
4. We understand that an EMD of ■50,000 and a Security Deposit of 5% are mandatory.

| | |
|------------------------------|-------|
| Authorized Signatory: | _____ |
| Name: | |
| Designation: | |
| Company Seal: | |
| Date: | |

Note: Fill all amounts in INR. Figures to be written in words in the final submission as per tender instructions, if applicable.