Terms of Reference (TOR)
For
Developing a herbal (medicinal plant) garden in Subhash Bose Park in Kochi under the Integrated sub-national action for Biodiversity: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project

Summary

Situated in close proximity to the Western Ghats- a global biodiversity hotspot, the city of Kochi is facing tremendous pressures of urbanisation. As a result of the same, the biodiversity in the city is dwindling. This has also led to decline in the ecosystem services provided by them, which is in turn impacting the quality of life in the city.

The project aims at developing a herbal garden (0.15 acre) within Subhash Bose Park which will help to showcase the medicinal plant wealth in the region to the residents of Kochi.

Subhash Bose Park has been chosen as the site, in consultation with the city municipal corporation and other stakeholders. Spread over an area of 11.5 acres, the Subhash Chandra Bose Park or Subhash Park, as it is popularly known, is owned and maintained by the Kochi Municipal Corporation. Situated at Park Avenue, facing the harbor and backwaters Subhash Park is one of the most valuable public spaces in the city of Kochi. The park is a popular destination among the tourists as well as the residents of Kochi. Regular field trips to the Park are organised by schools in Kochi. The Park will thus serve as an ideal location for this herbal garden.

The Western Ghats is an abode of medicinal plant wealth. However, the use of medicinal plant species and the accumulated knowledge of traditional medicinal practice is threatened due to factors like habitat destruction and unsustainable extraction. The herbal garden which will be developed will help the citizens and the tourists to understand and appreciate the diversity of medicinal plants and their significance in the health sector. The herbal garden can also serve as a nursery for medicinal plants for the local healers as well as the other citizens of the city. The plants in the herbal garden will be labelled and interpretation
Plaques will be erected at appropriate sites throughout the garden.

<table>
<thead>
<tr>
<th>Description of the assignment, expected outcomes</th>
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<tr>
<td>The scope of work is divided in three parts:</td>
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<tr>
<td>1. The winning bidder will develop a detailed design of the herbal garden (of 0.15 acre).</td>
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<td>2. The winning bidder develop the herbal garden in Subhash Bose Park, based on the approved detailed design.</td>
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<td>3. The winning bidder will have to supervise the maintenance of the herbal garden for 4 months after the establishment of the same.</td>
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<th>Concrete deliverables expected</th>
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<tr>
<td>1. Detailed design of the herbal garden of size of 0.15 acre</td>
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<tr>
<td>2. Identification and sourcing of native species of medicinal plants</td>
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<td>3. Landscaping the identified area in Subhash Bose Park and dividing it into beds for different types of medicinal plant species</td>
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<td>4. Developing the herbal garden in Subhash Bose Park by planting the medicinal species and establishing signages</td>
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<tr>
<td>5. Supervising the maintenance of the herbal garden for 4 months after the establishment of the same</td>
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<th>Location and deadlines</th>
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<td>Location: Kochi, Kerala, India</td>
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<td>Deadlines:</td>
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<tr>
<td>1. Finalisation of the detailed design of the herbal garden - Within 2 weeks from award of work</td>
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<tr>
<td>2. Identification and sourcing of native species of medicinal plants- Within 1 month from award of work</td>
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<tr>
<td>3. Landscaping the identified area in Subhash Bose Park and dividing it into beds for different types of medicinal plant species - Within 2 months from award of work</td>
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<td>4. Developing the herbal garden in Subhash Bose Park by planting the medicinal species and establishing signages - Within 4 months from award of work</td>
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<th>Payment schedule</th>
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<td>20% on total work value on signing of work order and submission of invoice</td>
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<tr>
<td>20% on submission and approval of detailed design of the herbal garden</td>
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</table>
| Time frame | 20% on identification and sourcing of native species of medicinal plants  
|           | 20% on landscaping the identified area in Subhash Bose Park and dividing it into beds for different types of medicinal plant species  
|           | 20% on developing the herbal garden in Subhash Bose Park and establishing signages |
| Publication of tender on ICLEI Website – 7th July 2020  
| Last date of acceptance of proposals: 21st July, 2020  
| Date of announcement of successful bidder: 29th July, 2020  
| Issue of work order to winning bidder: 31st July 2020  
| Finalisation of the detailed design of the herbal garden - Within 2 weeks from award of work  
| Identification and sourcing of host species - Within 1 month from award of work  
| Landscaping the identified area in Subhash Bose Park - Within 2 months from award of work  
| Developing the herbal garden in Subhash Bose Park and establishing signages - Within 4 months from award of work (30 November 2020)  
| Supervising the maintenance of the herbal garden for 4 months after the establishment of the same |
| Contact | Dr Monalisa Sen,  
|         | Programme Coordinator (Biodiversity), ICLEI South Asia,  
|         | C-3, Green Park Extension, New Delhi-110016, India  
|         | Tel: +91-11-49747200 Fax: +91-11-49747201  
|         | Email: monalisa.sen@iclei.org  
|         | Website: [http://southasia.iclei.org/](http://southasia.iclei.org/) |
Annexure I: Bidders Eligibility Criteria and List of Required Documents

(A) Bidder Eligibility Criteria

➢ Technical requirements

Both independent consultants and firms are welcome to apply.

o Preferred Qualifications of Consultant/Team Lead:

  a) Should be well versed with the subject
  b) Should have developed herbal (medicinal plant) gardens earlier
  c) Well versed with local language (Malayalam)
  d) Prior similar work in the state of Kerala or other states in India will be an added advantage

➢ Financial requirements

  a) The bidder (if a firm) should possess a valid GST registration.
  b) The bidder must be registered with Income tax department and should produce Latest Income Tax clearance certificate/income tax return details
  c) The bidder (if an individual) should possess a valid PAN card.

(B) Documents to be submitted by participating bidders

➢ Technical Bid

The Technical bid should provide the following information/documents

  a) Consultancy/ company profile (both independent consultants and firms are encouraged to apply)
  b) Bidder's experience on assignments of similar nature, the outline should indicate, inter alia, the profiles and names of the staff provided (if in case of a firm), duration of the assignment, contract amount, and firm's involvement.
  c) Detailed Approach and Methodology for undertaking the current Assignment
  d) Project Schedule with activity and duration to accomplish the task within the scheduled project duration along with detailed work plan.
  e) Against the list of proposed staff, details of tasks assigned to each staff as per his / her experience shall influence the evaluation
  f) All relevant CVs shall be provided in full detail. If the CV of a proposed staff is found incorrect, the award of the consultancy to the bidder may also be liable to cancellation in such an event.
  g) Each page of the CV must be signed in original by the authorised representative together with original or electronic signature of the key team member at the
proposal stage. However, at the time of contract signing, original signatures of both authorised representative and the Key Personnel shall be required.

h) The consultant shall make the assessment of support personnel both technical and administrative to undertake the assignment. Additional support and administrative staff shall be provided by the consultant, if needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of Key Personnel as well as support staff in the staffing schedule. It is stressed that the time period for the assignment indicated in the TOR should be strictly adhered.

i) The Proposals/ bid documents must be duly signed by the authorised representative/signatory on each page and stamped as detailed below. This shall not contain any alternative items or suggestions, comments or conditions:

   i. By the partner holding the Power of Attorney in case of a partnership firm/ limited liability partnership (A certified copy of the Power of Attorney shall accompany the proposal)

   ii. By the proprietor in case of a proprietary firm; by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney/Board Resolution shall accompany the proposal)

   iii. By the authorized representative of the Member in Charge in case of Joint Venture / consortium (a certified copy of Board Resolution/Power of Attorney indicating the representative shall accompany the Proposal).

➤ Financial Bid:

The Financial bid should provide the following information/documents:

a) A financial proposal needed in terms of total professional cost, with details of time duration and unit rate for each team member. The bid should also include the cost of the saplings, carriage and establishment charges, landscaping charges and any other costs for establishment of the herbal garden.

b) The Financial bid shall be inclusive of all the costs including taxes associated with the assignment. It is clarified that, for the purposes of evaluation, the financial bid should be prepared in INR.

c) The total amount indicated in the financial bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the financial bid, it shall be considered non-responsive and liable to be rejected.

d) In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be considered for evaluation purposes.

e) A copy of valid Pan Number and registration papers of the firm.
Please note:

a) The bidder shall acquaint with the work and working conditions at site and locality. No claim shall be entertained on this issue after the bid has been submitted.

b) All or any accessories/consumables/items required for satisfactory commissioning of the study/work shall be deemed to be included in the contract and shall be provided by the bidder without extra charges

Failure to comply with or provide the above listed items in the Technical Proposal may result in disqualification. The bidder shall produce, original documents for cross verification as and when requested by ICLEI South Asia. Each page of all the documents mentioned above as well as technical and price bid documents shall be duly signed by bidder.

(C) Bid Submission

- The Terms of Reference (ToR) shall be downloaded free of cost from the ICLEI South Asia website
- The bid document shall be submitted by bidders through email to the below mentioned email ID on or before 21.7.2020:
  monalisa.sen@iclei.org
- The bidder shall also submit 3 sets of hard copies of the bid documents to the address as mentioned below:
  Dr Monalisa Sen,
  Program Coordinator (Biodiversity),
  ICLEI South Asia,
  C-3, Green Park Extension, New Delhi-110016, India
  Tel: +91-11-49747200 Fax: +91-11-49747201
  Email: monalisa.sen@iclei.org
  Website: http://southasia.iclei.org/

The hard copy of bid document shall reach to the above-mentioned address not later than 3 days from the last date of submission of bid document, provided the bid has been submitted through email before the due date of submission

- The Bid shall be submitted in two parts, viz.
  - Envelop I: Technical Bid;
  - Envelop II: Financial Bid; and
  - both the Envelops I & II to be placed and sealed inside Envelope III

- Envelop I: sealed and shall be super scribed as:
  Part A: Technical bid for
  “Developing a herbal garden in Subhash Bose Park in Kochi under the Integrated sub-national action for Biodiversity: Supporting implementation of National Biodiversity
Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project

- Envelop II: sealed and shall be super scribed as:
  Part B: Financial bid for
  - “Developing a herbal garden in Subhash Bose Park in Kochi under the Integrated sub-national action for Biodiversity: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project
    - ”
  -

- Envelop III: sealed and shall be super scribed as:
  - “Developing a herbal garden in Subhash Bose Park in Kochi under the Integrated sub-national action for Biodiversity: Supporting implementation of National Biodiversity Strategy and Action Plans (NBSAP) through the mainstreaming of biodiversity objectives across City-Regions (INTERACT-Bio) Project
    - ”

- The bid shall be valid for a period of 60 days from the date of submission of bid document
- A bidder shall submit the bid documents that satisfies each and every condition laid down in this notice, failing which, the bid will be liable to be rejected by ICLEI South Asia
- In case the bidder wishes to sub-contract part of his deliverables, the final responsibility of delivery and performance solely lies with the bidder
Annexure I: Contract Terms

1 Specific conditions of contract

1.1 Contractor to study conditions:
- The bidder shall be deemed to have carefully examined the work and site conditions’. In this regard, he/she will be given necessary information to the best of knowledge of ICLEI South Asia but without any guarantee to it.
- If he/she shall have any doubt as to the meaning of any portions of these general contract terms, or the scope of the work, or any other matter concerning the contract, he/she shall in good time, before submitting his tender, set forth the particulars thereof and submit them to the point of contact, as given in this TOR, by email in order that such doubts may be clarified authoritatively before tendering. Once a tender is submitted, the matter will be decided according to the tender conditions in the absence of such authentic pre clarification.

2 General conditions of contract

2.1 The contractor/ consultant shall address all aspects of the proposed outputs and deliverables mentioned in this TOR
2.2 The comments and suggestions provided by the bidder on the TOR are not binding and shall not affect the financial proposal
2.3 It should be noted that the project is being implemented by ICLEI South Asia and hence instructions to bidders will be given by ICLEI South Asia. ICLEI South Asia will be overall in-charge for all the works that would be executed under the present scope of work
2.4 The bidder shall also obtain necessary permission, from concerned government departments related to the work/data collection if deemed necessary, in coordination with ICLEI South Asia.

3 Tender Evaluation & Bid Assessment

3.1 The bids received will be scrutinized and evaluated by ICLEI South Asia. The decision shall be informed to the winning bidder.

4 Award of contract:

4.1 Detailed Work Order will be issued to winning bidder within 1 day of announcing the winning bidder
4.2 The winning bidder is to forward the signed and sealed work order to ICLEI at the earliest or not more than 7 (seven) days of issue of work order
4.3 In case the winning bidder fails to indicate his intent to undertake the said work within the stipulated time of 7 (seven) days and observe the formalities as above, the Letter of Intent will be cancelled and the next bidder will be finalised by ICLEI South Asia.

5 Compensation for delay

5.1 Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order
5.2 If the bidder, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, ICLEI South Asia shall without prejudice to any other right or remedy, be at liberty, by giving 15 days’ notice in writing to the contractor to commence the work, to forfeit the balance payment depending on the status of work, and to cancel the Work Order.

6 Extension of date of completion
On occurrences of any events causing delay as stated hereunder, the bidder shall intimate immediately in writing to ICLEI South Asia-
6.1 Force Majeure:
- Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- Political upheaval, strikes, lockouts, acts of any Government (domestic/foreign) including but not limited to war, properties, and quarantine embargoes.

Please note that this clause will only account if event occurs during data collection/ site visit/ city visit period.

7 Materials/Appliance at site
7.1 ICLEI South Asia does not undertake any responsibility for supply of any materials/ equipment/ Appliance/ tool for site analysis to the bidder
7.2 All materials/ equipment/ tools brought to site by the bidder shall be the responsibility of the bidder. ICLEI South Asia shall extend help as and when approached by the bidder to keep any materials/ equipment/ Appliance/ tool, however not liable for any loss, theft or damage due to fire or other cause, the responsibility for which shall lie entirely on the bidder.

8 Final Inspection of Work
8.1 ICLEI South Asia team shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the bidder that the work is completed and ready for acceptance.
8.2 At the time of such inspection ICLEI South Asia shall the bidder in writing as to the particular concerns to be remedied before final acceptance can be made