

RFP Document
For
Selection of Implementing Agency for "WALMI FOREST
"Afforestation (With Miyawaki method of Afforestation)



Last date of Submission: 30/04/2022 before 05:00 p.m.

M.P. Water and Land Management Institute
(WALMI), Bhopal

Address: Kolar Rd, Near Kaliyasot Dam, Bhopal, Madhya Pradesh - 462016

Website: <http://www.mpWALMI.org>

Phone: 0755-2492672, 2492432

**DETAILS OF THE REQUEST OF PROPOSAL (RFP) FOR "WALMI FOREST"
AFFORESTATION (WITH MIYAWAKI METHOD OF AFFORESTATION)**

1.	Particulars	Selection of agency/consortium through CQCCBS mode for empanelment and to implement afforestation projects within Madhya Pradesh with the "WALMI FOREST" afforestation (With Miyawaki method of Afforestation- Annexure-III) in the WALMI campus or anywhere in MADHYA PRADESH
1.a.	Validity of the Empanelment	3 years from the date of award of the agency contract
2.	a. Time and Date of issue of the bid document b. Date of Publication of RFP on Website www.mpWALMI.org	Time: 10:00 AM Date: 11/04/2022 Place: MP WALMI, Bhopal
3.	Website address for downloading the bid document	www.mpWALMI.org
4.	Estimated cost of the project proposal.	I. Total estimated cost of afforestation project (100 sqm. area)with Fencing: Rs.1,50,000 (Rupees one lakh fifty thousand only.) II. Total estimated cost of afforestation project (100 sqm. area) without Fencing: Rs. 1,40,000 (Rupees one lakh forty thousand only.
5.	Starting date and last Date and Time for receiving the bid documents	1. Bid submission starting date and Time: 10:30 A.m. Date: 13/04/2022 Place: MP WALMI, Bhopal 2. Bid submission last date and Time: 5:00 p.m. Date: 30/04/2022 Place: MP WALMI, Bhopal
6.	Time, date and place of opening technical bid	Time: 3:00 p.m. Date: 05/05/2022 Place: MP WALMI, Bhopal
7.	Time, date and place of technical presentation for the shortlisted agencies	Will Be intimated later through email
8.	Time, date and place of opening financial bid	Will Be intimated later through email
9.	Date of Issuance of Letter of Award	Will Be intimated later through email

1. INTRODUCTION

M.P. Water and Land Management Institute (WALMI), Bhopal plans to implement afforestation projects within Madhya Pradesh with the **"WALMI FOREST"** afforestation **(With Miyawaki method of Afforestation)**. The objective of this project is to develop micro forests to increase vegetation/green cover of Madhya Pradesh. Any agency/consortium which has completed at least **1 project of afforestation** with the **MIYAWAKI/WALMI FOREST** method and/or **2 hectare General traditional plantation 1 project** within Madhya Pradesh or elsewhere in the country can apply. The selected agency/consortium will be valid for a period of three years. Interested agencies or consortiums with relevant required experience can apply. The selection will be made with Combined Quality Cum Cost Based Selection (CQCCBS) mode. For RFP document, please logon to www.mpWALMI.org. The last date for the submission of RFP: 30/04/2022 before 05:00 p.m.

2. SCOPE OF WORK

The selected agency/consortium is expected to undertake and implement the following:

1. Total implementation of **"WALMI FOREST"** afforestation **(With Miyawaki method of Afforestation)** as detailed in Annexure-II.
2. Selection and preparation of land (Government/PSU/Private company/Factory lands) as the initial step.
3. Selection and obtaining potential natural vegetation native/local species saplings of that locality to be planted.
4. Initial cares for saplings in grow bags in the nursery up to 1 year.
5. Planting the saplings from grow bags to chosen plot and maintenance in the planting year.
6. Subsequent maintenance for 1 year after planting year.

3. ELIGIBILITY CRITERIA

Technically and financially eligible agency/consortium that fulfils the following requirements is eligible to participate:

- 1. The agency/consortium should have experience in implementing afforestation of at least 1 project of 100 sqm. with the MIYAWAKI/WALMI FOREST method and/or at least 2 hectare General traditional plantation of 1 project in any place within the state of Madhya Pradesh or any other state in the country in the past 5 years.**
2. The agency/consortium should preferably have a local office in Bhopal or any city in Madhya Pradesh.
3. The agency/consortium should not be under declaration of ineligibility for corrupt or fraudulent practices or deficiencies of services or blacklisted by any of the Government agencies/PSU/Private company/Private factory etc at the time of bidding. The agency/consortium has to give an undertaking to this effect along with the tender.

4. HOW TO APPLY

The agencies that possess the eligibility criteria envisaged in the clauses above, can apply in the format appended (ANNEXURE 1), in the letter head of the agency/consortium. The bid application attached with the Demand Draft for INR 1,000/- (application fee) as Tender Document Fee and copies of relevant documents attested by the Authorized Signatory for proving eligibility should be sent to : The Director, M.P. Water and Land Management Institute WALMI, Bhopal. The envelop should be super scribed with "Application for Selection of empanelment/Implementing Agency for ""WALMI FOREST"" Method" of Afforestation" (With Miyawaki method of Afforestation) by post/courier/self.

(a) Tender Document Fee: INR 1,000/- (Rupees One Thousand only) to be paid by way of Demand Draft in favour of "Director, M.P. Water and Land Management Institute " payable at Bhopal. The Demand draft should not be older than 7 days from the date of application.

5. EARNEST MONEY DEPOSIT

The agencies/consortiums should submit an Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand Only) along with the Technical & Financial Bids, by way of Demand Draft in favour “Director, M.P. Water and Land Management Institute”, payable at Bhopal which should be valid for a period of three months, on the following conditions.

1. Bids not accompanied by the EMD will be rejected.
2. EMD will be returned not later than 12 days from bid due date, without any interest, to the bidders other than 3 highest-ranked bidders. EMD of the 2nd & 3rd ranked agencies/consortiums shall be returned on signing of the agreement with the selected bidder. The EMD of the successful bidders shall be returned after signing of the MoU and submission of performance security. The Demand draft should not be older than 7 days from the Bid submission date.
3. The EMD will be forfeited, if the agency/consortium fails to abide by the conditions laid down in this RFP document or any other reasons significant in this process.
4. For exemptions regarding EMD, please refer to clause 9 of the RFP document.

6. PERFORMANCE SECURITY: Performance security of Rs.2,00,000 (Rupees two lakhs only) in the form of account payee, demand draft/ banker cheque/ FDR in favour of Dir. WALMI to be deposited at time of Agreement (as per Annexure IV). This performance security amount will only be returned after the successful completion of the project period. In case of complete/partial failure of the plantation of the project, or any shortcomings as per the works of the technical bid entire/partial Performance security amount shall be forfeited.

7. DECLARATION: The agency /consortium shall have to submit an Affidavit in the form of declaration (Annexure II) along with the tender documents.

8. BIDDING PROCESS

M.P. Water and Land Management Institute (WALMI) shall adopt a two-stage bidding process (collectively referred to as the "Bidding Process") for selection of the agencies/consortiums. Combined Quality Cum Cost Based Selection (CQCCBS) model will be employed. The first stage of the evaluation referred to as "Technical Bid" and the second as "Financial Bid".

1) TECHNICAL BID

- i. The Technical Bids will be opened by the evaluation committee and marks will be given based on the criteria detailed in the technical bid document. The agencies/consortiums whose technical proposals are complete in all respects and who fulfill all eligibility criteria would be shortlisted to make a presentation before a committee for evaluation of their technical proposal. Date for the presentation would be intimated by e-mail to eligible agencies/consortiums.
- ii. On the basis of presentation made by the eligible agencies/consortiums, the committee will evaluate the technical proposals of the eligible agencies/consortiums against a maximum of 70 Marks as per the criteria and marks given in technical bid.
- iii. The technical marks obtained will be referred to as Technical Scores (St). The maximum marks for technical bid is 70. The score obtained by the agencies/consortiums out of 70 is their Technical Score. Agencies will be ranked on the basis of the Technical Score (St), and only these agencies who have scored minimum 42 or more marks, will be qualified for financial evaluation.

2) FINANCIAL BID

- iv. The objective of employing CQCCBS (Combined Quality Cum Cost Based Selection) is to give due weightage to quality and cost as the proposed work in the bid is of qualitative nature. Hence, if the selection committee is of the opinion that any particular bidder has quoted Abnormally High Rates (AHR) or Abnormally Low Rates (ALR) to fail the objective of the CQCCBS process, the committee can ask that particular bidder to submit works of similar nature, executed within a period of three years with corresponding work order and invoice for evaluation, failing which the bidder will be disqualified and will not be considered for the bid. The committee can also disqualify the bidder who quoted ALR, if committee

is of the view that the quality work produced on demand is not satisfactory or the rate quoted is unreasonable.

- v. Only the Financial Bids of those agencies which scored minimum 42 or more as Technical Score (St) will be opened on the date shown in the schedule of selection process. The lowest Financial Proposal (Fm) will be given a Financial Score (Sf) of 100 points. The financial scores of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm / F;$$

in which Sf is the Financial Score, Fm is the lowest Financial Proposal, and F is the Financial Proposal under consideration.

3) COMBINED TECHNICAL AND FINANCIAL SCORE

- vi. Since afforestation project requires domain knowledge and field experience, the Technical Score (St) will be given 70% weightage and Financial Score (Sf) will be given 30% weightage

Since the weightage for technical bid is 70% and financial bid is 30%, the financial score of bidders will be reworked to a 30 point scale (Sf₃₀) using the formula:

$$Sf_{30} = Sf \times 30 / 100 \text{ (Sf = financial score)}$$

Then the total score of the agency will be calculated with the formula:

$$S = St + Sf_{30} \text{ (S= Total score, St= Technical score, Sf= financial score)}$$

The agencies will be listed as H1, H2, H3..... etc based on the value of the score S. The agency getting the highest score in S will be H1 and so on.

9. SEALING & MARKING OF BID

The agencies/consortiums shall submit the Bid in two separate envelopes as below:

Envelope I : Technical Bid

Envelope II : Financial Bid

The Technical & Financial Bid shall be sealed in separate envelopes (Envelope I & II) and the sealed separate Technical & Financial Bid envelopes (Envelope I & II) shall be put in an outer one envelope and sealed. The outer envelope shall be marked as "Technical and Financial Proposal for the Selection of Agency/consortium for Implementation of "WALMI FOREST" Afforestation (With Miyawaki method of Afforestation)

Envelope I : Technical Bid

"Technical Bid for the Selection of Agency for Implementation of "WALMI FOREST" Afforestation Project" (With Miyawaki method of Afforestation)

The Envelope-I shall contain the following:

- I. Earnest Money Deposit in a separate sealed envelope marked "EMD".
- II. Bid Document duly filled up and signed with the copies of documents listed in the Bid Document.
- III. Certified and attested copies of agency/consortium registration, GST No, Pan No, Technical experience, Attested copies etc.

Envelope II : Financial Bid

A. Super scribed on the envelop as "Financial Bid for Selection of Agency for Implementation of "WALMI FOREST" Afforestation Project" (With Miyawaki method of Afforestation)

B. The Bidder shall submit its Financial Bid in the formats specified, and seal it in Envelope II. The two inner envelopes (Envelopes I&II) marked as 'Technical Bid' and 'Financial Bid' shall be enclosed in an outer envelope and sealed. The inner and outer envelopes shall:

- a. Bear the following identification: Technical and Financial Bid, as the case may be,
- b. Indicate the name and address of the agency/consortium.
- c. The bid should be addressed to:-

Director, M.P. Water and Land Management Institute (WALMI), Bhopal If the envelope is not sealed and marked as prescribed above, the Authority will assume no responsibility for the misplacement or premature opening of the Bid.

10. AWARD CRITERIA

A. Combined Quality Cum Cost Based Selection (CQCCBS) procedure will be adopted for the selection of the agency. The maximum "Total Weighted Score" that can be awarded to any agency is 100 which is divided as given below:

Sl. No.	Type Of Score	Max. Weighted Score
1.	Technical Score	70
2.	Financial Score	30
Total		100

However, only the financial bids of those bidders who secure technical score of minimum 42 marks out of 70 for will be opened.

B.

- I. The agencies/consortiums selected for empanelment will route the "WALMI FOREST" afforestation projects to be submitted to the Govt. depts/PSU/Private companies/private factories for award of projects through WALMI only.
- II. The Govt. depts/PSU/Private companies/private factories shall sanction the project in the name of WALMI. The sanctioned amount will be provided to WALMI by the concerned Govt. depts /PSU /Private companies /private factories and payments to the concerned agency / consortium shall be done by WALMI as per the bid sanctioned amount.
- III. WALMI Shall issue work order to the concerned agency/consortium in 99% of the cases. Concerned agency/consortium will have to give an undertaking to the effect that agency/consortium is not black listed or found in eligible otherwise till the date of issuing work order by WALMI. But WALMI may not issue work order to the concerned agency/consortium if it finds to be black listed or otherwise becomes in eligible at the time of issuing work order,
- IV. WALMI will charge 20% of the project cost as institutional /advisory charges, hence the agencies/consortium shall submit financial bids adding 20% institutional /advisory charges.

- V. WALMI shall award such "WALMI FOREST" afforestation projects work order to the empaneled H1, H2,H3 etc agencies/consortiums listed serially based on technical and financial bids score for which Govt. depts/PSU/Private companies/private factories directly sanctioned to WALMI or WALMI's own projects. Any such first project shall be awarded to the H1 agency/consortium and subsequent projects shall be given to H2, H3 etc on a merit listed basis as prescribed in 6(vi) clause above. If any agency/consortium fails to undertake/implement the project in a stipulated time for which work order is issued by WALMI, such work order shall be cancelled and work order of the project shall be awarded to subsequent next agency/consortium based on list made as H1,H2,H3 etc based on bids.
- VI. The work order awarded agency/consortium shall have to undertake the afforestation as per the technical bids and technical guidelines with the techniques of MIYAWAKI/WALMI FOREST (annexure-III) for which the agency/consortium should have the technical knowhow and technical personnel to carry out the works.
- VII. The agency/consortium empaneled shall make an agreement with WALMI as per annexure -IV after receiving the work order of WALMI Forest afforestation project.
- VIII. It is the sole responsibility of the concerned agency/consortium to carry out the afforestation as per the prescribed techniques to ensure minimum 95% survival of total number of saplings planted at the end of the 2 year of plantation.
- IX. The agency/consortium shall be solely responsible for any substandard quality or quantity or failure of the plantation.
- X. WALMI shall monitor the afforestation projects during the project period and agency/consortium shall abide to follow the corrections/suggestions made by the WALMI officers/technical personnel to change the substandard techniques /material /saplings.
- XI. WALMI Institute shall be at liberty to make any changes / amendments in the RFP Proposal document issued on web site, if required.

11. Watering: It is the responsibility of the concerned agency/consortium to arrange water for watering of planted saplings through 24 months of project period. Wherever water facility like bore well is available at or near the project site the agency/consortium can use the existing water facility. Wherever existing water facility is not available in any of the project area, the agency/consortium will have to arrange watering of plants from outside by way of water tanker or any other source of water. The agency/consortium can add the cost of water in case of arranging outside source of water in the financial bid of RFP proposal.

12. PAYMENT SCHEDULE: The payment to the project awarded agency/consortium shall be made as per below schedule.

- a) **1st payment:** 20% of the project sanctioned amount after the start of the project work- site survey, selection of native species, completion of barbed wire fencing with cement poles wherever required, starting of digging of soil with JCB machine etc.
- b) **2nd payment:** 40% of the project sanctioned amount After completion of planting and mulching - Completion of soil digging, preparation of soil for planting , adding bio mass, farmyard manure, Bio fertilizers, planting with native selected species, staking bamboo sticks with every plant and binding with sutli, mulching of entire planted area with biomass, watering of plants.
- c) **3rd payment:** 20% of the project sanctioned amount after 12 months of start of the project- Regular watering of all the plants of the project area, causality replacement of wilted/dried up plants, weeding as per requirement, watch and ward of planted saplings, maintaining at least 95% survival of total planted saplings.
- d) **4th payment:** last payment of 20% of the project sanctioned amount after 24 months/completion of project work. Regular watering of all the plants of the project area, causality replacement of wilted/dried up plants, weeding as per requirement, watch and ward of planted saplings, maintaining at least 95% survival of total planted saplings and after submitting completion report by the concerned agency/consortium.

13. The Director of the institute shall have the power to cancel any/all the RFP proposal/Bids at any time of tender process.

Part I Technical Bid

(Please attach testimonials for all the claims made in technical bids)

1. Do you have a local office anywhere in Madhya Pradesh

Yes

No

(5 marks)

(Attach copies of relevant documents in support of office)

2. Are you an Government Dept/PSU/agency/ NGO/social venture or company with no profit - no loss clause? If yes, Please specify the type of organization.

Yes

No

If yes, specify details:

(5 marks)

3. Total number of projects MIYAWAKI/WALMI FOREST Method of Afforestation of at least 1 project of 100 sqm. implemented within Madhya Pradesh in the last 5 years

S.No	YEAR OF PLANTATION	LOCATION	AREA PLANTED (SQM)	TOTAL NO. OF SPECIES PLANTED	TOTAL NO. OF SAPLINGS PLANTED	DISTRICT	STATE
1.							
2.							
3.							
4.							
5.							

(Two mark per project, subject to a maximum of 10 marks- If any project is more than 100sqm. for such projects also two marks will be given)

(10 marks)

Note: Provide photographs & videos of average growth of plants (in meters): after one year/two years/three years along with sign plates indicating agency name, project location, year of plantation, Govt Dept./PSU/Private company

for which project is done.

4. Total number of MIYAWAKI/WALMI FOREST method Afforestation projects of 100 sqm. each implemented by the agency/consortium so far in the country in the last 5 years:

S.No	YEAR OF PLANTATION	LOCATION	AREA PLANTED (SQM)	TOTAL NO. OF SPECIES PLANTED	TOTAL NO. OF SAPLINGS PLANTED	DISTRICT	STATE
1.							
2.							
3.							
4.							
5.							

(Two mark per project, subject to a maximum of 10 marks- If any project is more than 100sqm. for such projects also two marks will be given)

(10 marks)

Note: Provide photographs & videos of average growth of plants (in meters): after one year/two years/three years along with sign plates indicating agency name, project location, year of plantation, Govt Dept./PSU/Private company for which project is done.

5. Total number of Afforestation projects with general traditional method of plantation projects of at least 2ha. each implemented within Madhya Pradesh in the last 5 years

S.No	YEAR OF PLANTATION	LOCATION	AREA PLANTED (ha.)	TOTAL NO. OF SPECIES PLANTED	TOTAL NO. OF SAPLINGS PLANTED	DISTRICT	STATE
1.							
2.							
3.							
4.							
5.							

(1.5 marks per project, subject to a maximum of 7.5 marks- If any project is more than 2 ha. area for such projects also 1.5 marks will be given)

(7.5 marks)

Note: Provide photographs & videos of average growth of plants (in meters): after one year/two years/three years along with sign plates indicating agency name, project location, year of plantation, Govt Dept./PSU/Private company for which project is done.

6. Total number of Afforestation projects with general traditional method of plantation projects of at least 2ha. each implemented in other states of the country in the last 5 years.

S.No	YEAR OF PLANTATION	LOCATION	AREA PLANTED (ha.)	TOTAL NO. OF SPECIES PLANTED	TOTAL NO. OF SAPLINGS PLANTED	DISTRICT	STATE
1.							
2.							
3.							
4.							
5.							

(1.5 marks per project, subject to a maximum of 7.5 marks- If any project is more than 2 ha. area for such projects also 1.5 marks will be given)

(7.5 marks)

Note: Provide photographs & videos of average growth of plants (in meters): after one year/two years/three years along with sign plates indicating agency name, project location, year of plantation, Govt Dept./PSU/Private company for which project is done.

7. Total number of trained personnel working with the agency/consortium in implementing MIYAWAKI/WALMI FOREST Method afforestation.

S.No	Name	Contact No.	Qualification	Proficiency/Experience field
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(1 mark per person, subject to a maximum of 10 marks)

(10marks)

8. Presentation:

The agency is supposed to make a presentation on implementing "WALMI FOREST" Method of Afforestation (With Miyawaki method of Afforestation) in Madhya Pradesh with special reference to challenges faced and solutions in Madhya Pradesh in the backdrop of their experience.

(15 Marks)

Part II FINANCIAL BID
For 100 sq meter Miyawaki/WALMI Forest
(With Miyawaki method of Afforestation)

S.No	Name of Item of material/work	Unit	Quantity	Cost/Amount per unit (Rs.)	Total Amount (Rs.)
A.					
1.	Identification of the project site taking photographs of untreated area, soil testing, survey and listing of local native species to be planted in the project area	sqm.	100 sqm	-	-
2.	Selection of native sapling to be planted - 350 plants in 100 sqm. area	1. Canopy 2. Tree 3. Sub tree 4. shrubs	No. of Plants- No. of Plants- No. of Plants- No. of Plants-	-	-
3.	Digging of 100 sqm. project site with JCB Machine, removing debris, weeds, big stones etc from the site, removing soil from 1 meter depth pits.	1 meter depth - about 20 hours	100 sqm.	-	-
4.	Adding black clay soil (only in those sites which require soil replacement)	Cubic feet	About 12 trolley (1000cubic feet)	-	-
5.	Adding dry Farm Yard Manure(FYM)/dry cow dung, rice hull/dry sugarcane stalk/wheat husk etc and mixing with the soil.	1. Farm Yard Manure	About 5 trolley- 500cubic feet	-	-
		2. Cow dung 3. Rice husk 4. Dry sugarcane stalk, 5. Wheat husk	About 06 Quintal	-	-
6.	Demarcation of the 100 sqm. site with 1 meter length and width with ropes and making 1sqm. segments with lime powder.	Ropes Lime powder	3 Kg 10Kg	-	-
7.	Adding Bio liquid organic manure Jeevamrut Ghan jeevamrut	liter liter	About 200liter About 200 Kg	-	-
8.	Planting the project site (100 sqm.) with selected native species.	Type of plants	No. of Plants (3 to 5 plants per sqm.- 350 plants)	Included in the labour charges (item 15)	-
9.	Inserting support Sticks of minimum 6 feet length bamboo sticks and tying	Bamboo Sticks Sutli	350 Number 4 Kg	-	-

	planted saplings to sticks with sutli.				
10.	Mulching the planted area with rice husk/wheat straw/sugarcane stalk etc.	Mulching material	6 quintal	-	-
11.	Maintenance of planted area in the 1st year for 12 months including planting month. Watering - laying, main pipes from water source and outlet pipes.	Pipes in running meter- watering the plants in 100sqm area daily/as when required.		-	-
	ii. Weeding the planted area to maintain weed free.	100 sqm.- 350 plants	350 plants	Included in the labour charges (item 15)	-
	ii. Casualty replacement of wilted/dried up plants with healthy standard plants including labour charges to ensure at least 95% survival of total no. of plants.	No of plants	as and when required.	Included in the labour charges (item 15)	-
	v. Taking photographs and making videos of plantation after 2 months, 6 months, 1 year.	100 sqm. area plantation.	100 sqm. meter area plantation	-	-
12.	Fencing of the project area with cement poles and barbed wire with erecting labour charges (only in such project areas where fencing is required).	100 sqm. area.	About 12 cement poles	-	-
13.	Total proposed cost of 1st year of plantation including maintenance with fencing if required			-	-
14.	Total proposed cost of 1st year of plantation including maintenance without fencing			-	-

B.

15.	Maintenance of plantation - 2nd year of plantation			-	-
	i. Watering of plantation for 12 months in the 2nd year daily / as required.	watering the plants in 100sqm area daily/as when required.		Included in the labour charges (item 15)	-
	ii. Weeding the planted area for 12 months as and when required to maintain weed free.	100 sqm.- 350 plants as when required	350 plants	Included in the labour charges (item 15)	-
	ii. Casualty replacement of wilted/dried up plants with healthy standard plants	No of plants - as per requirement	as and when required.	Included in the labour charges (item 15)	-

	including labour charges to ensure at least 95% survival of total no. of plants at the end of 12 months of 2nd year.				
	v. Taking photographs and making videos of plantation after 18 months and 24 months in the 2nd year.	100 sqm. area plantation.		-	-
16.	Total proposed cost of maintenance in the 2nd year.			-	-
17.	Labour Charges for Ist and 2nd year total works	No. of labour	45 Labour	-	-
18.	Total proposed financial bid cost of Ist year - 12 months (planting year) and 2nd year - 12 months maintenance without fencing (Total of above A+B)			-	-
19.	Total proposed financial bid cost of Ist year - 12 months (planting year) and 2nd year - 12 months maintenance with fencing (Total of above A+B)			-	-
C.19	Institutional/Advisory charges of WALMI without fencing	20% of Above A&B total proposed cost	-	-	-
D. 20	Institutional/Advisory charges of WALMI with fencing	20% of Above A&B total proposed cost	-	-	-
21.	TOTAL PROPOSED BID COST Including institutional cost without fencing (A+B+C)	-	-	-	-
22.	TOTAL PROPOSED BID COST Including institutional cost with fencing (A+B+D)	-	-	-	-

ANNEXURE I
RFP Selection of Agency for Implementation of ""WALMI FOREST""
Afforestation (With Miyawaki method of Afforestation)

1.	Name of the agency/firm	
2.	Address of the agency/firm	
3.	Address of office in Bhopal/other city in Madhya Pradesh, if any.	
4.	Status (Govt. dept /PSU/company/firm/partnership) Legal status of the agency / consortium (Company /Partnership firm/NGO-copy of registration to be submitted along with the technical bid)	
5.	Whether a single entity or consortium? If consortium, please submit the details of consortium partners other than: 1. Lead partner 2. Other partners (maximum 2 partners other than lead partner)	
6.	Name of the Proprietor/Partners/Directors	
7.	Name, Designation, E mail ID & Mob. No. of the contact person	
8.	A. Name, Designation & specimen signature of Authorized Signatory on behalf of the agency/firm (or) B. Authorized Signatory of the lead agency of consortium	
9.	Telephone nos. of agency/firm & alternate E-mail ID, if any.	
10.	Turnover details (last three financial year - average turnover of three financial years should be at least Rs.1 crore.)	
11.	PAN number	
12.	GST No.	
13.	Total number of MIYAWAKI afforestation/"WALMI FOREST" projects implemented in private/Government sectors by the agency/consortium in the last 5 years (work orders/completion certificate to be attached)	
14.	Total number of Traditional/General afforestation projects implemented in private/Government sectors by the agency/consortium in the last 5 years (work orders/completion certificate to be attached)	
15.	Total experience with agency/consortium related to Miyawaki /"WALMI FOREST"/Traditional/General afforestation projects (in yrs)	
16.	Amount & DD no and date of Application fee and EMD	

ANNEXURE II
DECLARATION- (Affidit)

1. I / We have read the instructions contained in the RFP document and I/We understand that if any false/incorrect information/document submitted by me/us in this bidding process is detected at any point of time or at a later date, any contract/agreement made between ourselves and M.P. Water and Land Management Institute (WALMI), Bhopal on the basis of the information given by me/us can be treated as invalid by M.P. Water and Land Management Institute (WALMI), Bhopal, and I / We will be solely responsible for the consequences including cancelation of work order.
2. I/We agree that the decision of M.P. Water and Land Management Institute (WALMI), Bhopal in selection of agencies/firms/companies will be final, and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the information/documents submitted by me / us here in above and/or in the accompanying sheets.

Place:

Date:

(Seal of the Bidder)

SIGNATURE

Name & Designation

ANNEXURE -III

"WALMI FOREST" FORESTS - AFFORESTATION (With Miyawaki method of Afforestation)

- 1. Identification of the project area of plantation and take photographs of the untreated area.**
- 2. Identification/choosing potential indigenous (Native local species) at least 30 varied species of the selected project area and listing of the selected species.**
- 3. Selection of species selected to be planted.**
 - i. Canopy, Trees, sub trees, shrubs.
 - ii. Combination of wild, medicinal, fruiting, flowering tree plant species etc to maintain biodiversity.
 - iii. saplings of the age of at least one year duration and 60-80 cm. height and in case of fruiting species, The height of the saplings at least 75-90cm.
- 4. Preparing planting site for plantation.**
 - I. Doing soil testing and analyzing nutrient status of the selected site.
 - II. Digging planting site up to one meter depth one meter depth and removing the soil to a depth of half meter.
 - III. Remove debris/weeds, big stones manually from the site.
 - IV. Adding equal quantities of coir pits, coco peat, dry sugarcane stalk, dry cow down, rice hull to the soil and mixing well.
- 5. Planting saplings.**
 - I. **Marking:** planting ground into one square meter segments
 - II. **Planting:** densely - 3 to 5 saplings in each square meter area of segment.
 - III. **Selecting trees:** combination of canopy, trees, sub trees, shrubs of wild,

medicinal, fruiting, flowering plant species etc to maintain biodiversity.

- IV. **Do not plant same species** next to each other.
- V. **Do not plant species in a fixed pattern** but planting to be done randomly.
- VI. **Insert support sticks** into soil and tie the planted sapling to the sticks to ensure plants do not bend.
- VII. **Mulch the planted ground** gently with dry leaves/wood shavings/rice straw/wheat straw/corn straw etc up to 15 cm. depth to prevent growth of weeds and to retain moisture in the soil.

6. Maintenance of planted project area.

- I. Do regular watering.
 - a. Find out water source - bore well/well/water tank etc.
 - b. Erect water pipe lines/outlets.
 - c. Water the plants for at least two years with the interval as required.
- II. Keep the area weeds free.
- III. **Causality replacement of plants in the planting year and subsequent one year to maintain minimum 95% of plant survival at the end of 2 year of plantation**
- IV. For best result do not prune or cut the trees.

7. The afforestation shall be of purely organic and hence only organic manures/Bio fertilizers shall be applied. No chemical fertilizers, pesticides or insecticides will be used.

8. Take Photographs and make videos of plantations after 2 months, 6 months, 1year, 2years and 3years depicting, location name, year of plantation, agency name for which planting in done, total area planted.

ANNEXURE -IV

AGREEMENT

This agreement is made and executed onday of..... 2022, at("Agreement").

BETWEEN,

Madhya Pradesh Water and Land Management Institute, situated at M. P. WATER AND LAND MANAGEMENT INSTITUTE, WALMI Hills, Kaliyasote Dam, Kolar Road, P. Box 538, Ravishankar Nagar, Bhopal – 462016 (hereinafter referred to as "WALMI", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented through its Director, who is duly authorized by WALMI to execute this Agreement; of the first part,

AND

M/s ----- a Firm registered under the [Indian Partnership Act, 1932 **OR** The Limited Liability Partnership Act, 2008 (as applicable)], having its registered office at (Hereinafter referred to as "**Empanelled Agency**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented through the (Designation of the Authorized Signatory), who is duly authorized by the Empanelled Agency to execute this Agreement; of the second part.

WHEREAS

- (a) WALMI had published an expression of interest dated 11.04.2022 ("**EOI**"), for empanelment of entities for the provision of services pertaining to WALMI Forest afforestation through Miyawaki method, **Services** In response to the aforementioned EOI, the Empanelled Agency submitted its proposal dated along with execution of a performance security amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) by way of account payee, demand draft/ banker cheque/ FDR in favour of the Director, WALMI;
- (b) After following the due procedure as laid down in the said EOI and consequent upon the due completion of the evaluation process of proposals received in response thereof, Empanelled Agency has been selected as one of the eligible entities for empanelment by WALMI for the execution of WALMI forest afforestation for a period of 3 (Three) years starting from - and
- (c) The Empanelled Agency has agreed to the execution of WALMI Forest afforestation for WALMI in accordance with the terms and conditions contained in the EOI and those contained in this Agreement.

The parties here to being desirous of reducing into writing the terms and conditions of the empanelment and of the work to be carried out by the Empanelled Agency, have agreed as hereinafter. The terms and conditions contained in the EOI shall be read as part and parcel of this Agreement, except that in case of any inconsistency, the terms contained in this Agreement shall prevail. This Agreement shall also not restrain the parties from setting forth such further or other terms, modifying or altering this Agreement to ensure due execution of the work contemplated under this Agreement; provided no such modification or alteration shall be in derogation to the material terms of this Agreement.

1. Scope of Services and general terms and conditions

As per the requirement of WALMI, the Empanelled Agency shall be required to undertake WALMI Forest afforestation Services from time-to-time, during the period of the Agreement.

The Empanelled Agency hereby understands and agrees that this Agreement merely broadly outlines the scope of work (i.e. is only indicative of the nature thereof) and is intended to provide a better understanding about the subject matter thereof, and shall not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Empanelled Agency set forth herein or WALMI's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained.

As per the requirement of WALMI, the Empanelled Agency shall be required to undertake execution of WALMI Forest afforestation from time-to-time primarily including (but not limited to) Identification of land for afforestation and execution of WALMI Forest afforestation as specified in the RFP proposal, technical & financial proposals and as per the work orders (whether oral or in writing), as issued by WALMI from time to time, and as and when called upon to do so by the authorized representatives of WALMI, during the period of the Agreement. It is hereby clarified that the scope of Services as afore-mentioned is only indicative of the nature thereof, and shall be subject to being altered, modified, expanded or supplemented, as deemed fit by the Director, WALMI.

- I. The continuance of a Empanelled Agency on the panel shall be subject to satisfactory performance of Services by the Empanelled Agency. If, at any point of time during the period of empanelment, WALMI is not satisfied with the performance of an Empanelled Agency, WALMI shall have the right to delist such Empanelled Agency from the panel, and initiate the mechanism to incorporate a suitable replacement thereof. In such an event, WALMI shall also have the right to invoke, forfeit and encase Performance Security Guaranty (PBG).

- II. WALMI reserves the right to seek clarification from any Empanelled Agency regarding the execution of WALMI Forest afforestation at any point of time. In the scenario of an Empanelled Agency not responding to the quotation/inquiry by WALMI on three occasions, whether successively or otherwise, WALMI may delist such Empanelled Agency from the panel.
- III. WALMI reserves the right to dissolve the empanelment of Empanelled Agency, without assigning any reasons in respect thereof. The decision of the Director, WALMI in this regard shall be binding and final.
- IV. The Empanelled Agency shall perform thorough / exhaustive quality checks (i.e. correctness, consistency, data entry / coding etc.) and ensure work quality in respect of provision of Services.
- V. WALMI may also sanction an order against the Empanelled Agency, including declaring the Empanelled Agency ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the Empanelled Agency has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing the work order of WALMI.
- VI. It is hereby clarified that the intellectual property rights (“IPR”) vesting in all documents and outputs developed specifically for WALMI will rest solely with WALMI. Further, all IPR in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity and other resource material, etc. made in the course of performance of execution of WALMI Forest afforestation Services by the Empanelled Agency shall absolutely belong to WALMI.
- VII. The Empanelled Agency shall not engage in any activities that conflict with the interest of WALMI under the Agreement.
- VIII. The Empanelled Agency shall perform WALMI Forest afforestation Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional ethics, standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.
- IX. The Empanelled Agency hereby also undertakes that it is not suspended/blacklisted or under the period of suspension by any other ministry/department or agency/autonomous bodies/PSUs of Government of India or any state governments/ UTs. The Empanelled Agency further agrees to inform WALMI if they are blacklisted / suspended subsequently within 3 (three) days of receiving the suspension order.

- X. The Empanelled Agency undertakes that it shall, at all times, comply with both the existing and future laws, rules and guidelines issued by the Government of India, Govt of Madhya Pradesh and WALMI.

2. **Allocation of work**

- I. WALMI shall not, under any circumstances, guarantee the placement of work orders for execution of WALMI forest afforestation to the empaneled agency under this Agreement. It is hereby clarified that the work shall be allotted on a case-to-case basis based on the selection criteria as deemed fit by WALMI, and as and when the need for the same arises, in the opinion of the Director, WALMI. The criteria for allocation of work, as specified in the EOI, shall also be taken into account while allocating work to the Empanelled Agency. The Director, WALMI, shall reserve the absolute discretion in this respect.
- II. As and when WALMI requires any of the Service for which the Empanelled Agency has been listed, whether in respect of projects awarded to WALMI through any other Government or private entity (including PSUs, private factories/companies, etc.) (“**Third Party Client**”) or WALMI’s own projects, WALMI shall allot the afforestation projects as per the criteria laid down in the RFP proposal document.
- III. Further, in the event that an Empanelled Agency successfully procures a third party afforestation project for execution through WALMI and such proposal is agreeable to WALMI, such Empanelled Agency shall receive priority in the engagement for the execution of such project. However, it is further clarified that whilst the priority in the engagement shall be accorded to such Empanelled Agency, the final decision in this respect shall be subject to the condition that the Empanelled Agency shall provide an undertaking to WALMI that it is compliant with the terms and conditions of this Agreement, and that it possesses the requisite means and expertise to undertake such project. The Director, WALMI shall be the sole decision-making authority in this respect, and its decision shall remain final and binding on all parties.
- IV. In the event that the Empanelled Agency resolves to undertake a project rolled out by a Third Party Client, the Empanelled Agency shall route the proposal for such projects through the official WALMI channels only. Further, in the event that the Client is agreeable to such proposal, such project shall be sanctioned in the name of WALMI only; for all formal and official purposes. Consequently, the consideration for the execution and completion of such project shall be paid to WALMI directly by such Third Party Client, and the payment to the Empanelled Agency for the aforesaid project (as mutually decided between the parties in

advance), shall be made by WALMI, from the consideration received by it from the Third Party Client.

- V. In case the Empanelled Agency fails to meet the WALMI's requirements in terms of quality and timeliness, WALMI shall be at liberty to award the work to the agency listed next in preference in the rotational cycle of Empanelled Agencies, at the risk and cost of the failed Empanelled Agency.

3. Period of empanelment:

- I. The empanelment of the Empanelled Agency shall be initially valid for a period of 3 (three) years from the date of empanelment, subject to review each year depending upon the performance of the Empanelled Agency. Such empanelment shall be liable to extension thereafter upon review of Empanelled Agency's performance and on mutually agreed terms. The Director, WALMI, however, reserves the right to take a final decision on this without assigning any reason thereof.
- II. It is hereby clarified that the quality of performance related to the execution WALMI forest afforestation service, is the essence of the contract and in the event of failure to perform as per the terms and conditions of the Agreement and to the satisfaction of WALMI; WALMI shall be free to take suitable decisions with respect to the continuance of the contract.

4. Payment Terms

- I. In the event that it is deemed fit to allocate a certain piece of work to the Empanelled Agency and upon satisfactory completion of the said task, payment shall be made to the concerned Empanelled Agency in various stages, as per the payment schedule prescribed in the RFP document and WALMI Shall have the right to change the payment schedule period as per the requirement of the project.
- II. The payment terms and penalties for delays in completion of the task shall be changed and finalized by WALMI as per the project requirement.
- III. The Empanelled Agency understands that WALMI shall charge a minimum fixed and non-negotiable amount of 20% (twenty percent) as institutional and/or advisory charges out of the total costs chargeable for completion of a project.
- IV. The Empanelled Agency should raise the invoice post execution of contract in the name of WALMI. The payment shall be released within 45 (forty five) days of invoice raised by the Empanelled Agency. All applicable taxes including GST, etc.

will be deducted at source from the final bills as required under the Income Tax Act, 1961.

- V. WALMI shall disburse the payment only after all due verifications have been done for the invoices submitted by the Empanelled Agency.
- VI. The Empanelled Agency shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by WALMI.

5. **Work order cancellation:** WALMI also reserves the right to cancel the work order in the event of one or more of the following circumstances:

- I. Delay in performance of the allotted task beyond the date specified in the work order;
- II. Material discrepancy in the performance from the agreed format or incompatibility therewith;
- III. If the Empanelled Agency goes into liquidation voluntarily or otherwise; and/or
- IV. Breach by the Empanelled Agency of any of the terms and conditions of this Agreement (including EOI).
- V. In addition to the cancellation of purchase order, WALMI reserves the right to forfeit the amount of PBG submitted to WALMI by the Empanelled Agency and delisting the Empanelled Agency.

6. **Penalty and Liquidated Damages (LD) for breach of this Agreement :** If the Empanelled Agency fails to comply with the obligations contained in this Agreement (including failure to perform the allotted work within the stipulated schedule, breach of any third party IPR, etc.), WALMI may, without prejudice to its other remedies under this Agreement, deduct from the consideration payable, as LD, a sum equivalent to 0.5 percent of the total consideration amount for each and every calendar day of the delay. Such penalty shall be deducted from the bills of the Empanelled Agency, or through the invocation of the PBG. WALMI may also, in such an event, consider removal of Empanelled Agency from the empanelled list. Where the penalty has been deducted by invoking the PBG thereby resulting in a reduction in the amount, the Empanelled Agency shall, within 7 (seven) working days from date of such deduction, ensure that the amount of PBG gets restored to the position prior to such invocation.

7. **Indemnity to WALMI:** The Empanelled Agency hereby declares and covenants to defend, indemnify and hold WALMI and its Director, affiliates, employees

(whether regular, retained or contracted), successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from:

- (a) Any breach of terms, covenants and conditions or other provisions hereof, or any actions or omissions hereunder;
- (b) Any failure to comply with applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;
- (c) The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of and/or by the Empanelled Agency or its representatives, employees, directors, agents, representatives;
- (d) Fraudulent, improper, incorrect, wrongful or negligent performance, work, service, willful misconduct, act or omission by the the Empanelled Agency including any of its employees, and representatives; and
- (g) Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above;

8. Termination of Contract and de-empanelment:

- I. WALMI shall de-empanel the Empanelled Agency, if the Empanelled Agency is found to be engaged in corrupt, fraudulent, and unfair trade practices, including any coercive or collusive activities. In this context:
 - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of WALMI or any personnel in the execution of allotted work.
 - (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a work order, pertaining to WALMI, and includes collusive practices among Empanelled Agencies specifically designed to establish proposal prices at artificially high or non-competitive levels and to deprive WALMI of the benefits of free and open competition.
 - (c) "Unfair trade practices" means supply of services incompatible with the agreed work order, general terms and conditions or scope of Services contained herein.
 - (e) WALMI has the right to impose penalty or terminate the contract, depending on the severity of such occurrences.

II. Further, WALMI reserves the right to withdraw/ terminate empanelment in any of following circumstances:

- a) where there is a breach of the terms and conditions contained herein (including the EOI) and the Empanelled Agency fails to perform the Services to the satisfaction of WALMI;
- b) where the Empanelled Agency becomes insolvent / bankrupt, or a resolution is passed for the winding up of the Empanelled Agency entity;
- c) where the information provided to WALMI by the Empanelled Agency is found to be incorrect and misleading, and where there is misrepresentation of material facts pertaining to the provision of Services by the Empanelled Agency to WALMI;
- d) where the Empanelled Agency fails to meet the conditions of empanelment within the specified time period;
- e) where the Empanelled Agency makes misleading claims about the empanelment status; and / or
- f) where there is sufficient evidence that prima facie establishes a breach of third party IPR by the Empanelled Agency.

III. WALMI shall, at all times, be entitled to determine and terminate this Agreement without assigning any reason, by giving 07 (seven) days' notice to the Empanelled Agency, and such agency shall have no claims of whatsoever nature against WALMI. In case of such termination, WALMI shall pay the Empanelled Agency charges only upto the effective date of termination. However, any such termination shall not relieve the Empanelled Agency of any of the Services provided by them prior to such termination.

9. **No claim certificate:** The Empanelled Agency shall not be entitled to make any claim, whatsoever, against WALMI under or by virtue of or arising out of the empanelment nor will WALMI entertain or consider any such claim for the jobs accepted post empanelment.

10. **Publicity:** Any publicity by the Empanelled Agency in which the name of the WALMI shall not be carried out without the explicit written permission of WALMI.

11. **Confidentiality and Conflict of Interest:**

- I. Except with the prior written consent of WALMI, the Empanelled Agency and its personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Agreement or after the expiration of this empanelment, nor shall the Empanelled Agency and its personnel make public the recommendations formulated in the course of, or as a result of, the Services.
 - II. WALMI shall have the right to claim damages from the Empanelled Agency to the extent of the loss suffered, on account of the disclosure of confidential information by the Empanelled Agency.
 - III. The Empanelled Agency shall hold WALMI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the Empanelled Agency shall promptly disclose the same to the WALMI and seek its instructions.
12. **Outsourcing and assignment:**
- I. The Empanelled Agency shall not assign the work, whole or in part, to any other agency, even its own subsidiary or parent agency, to perform its obligation under the Agreement, without prior consent of WALMI.
 - II. The Empanelled Agency shall not assign or transfer any of the rights under this Agreement to a third party without consent of WALMI in writing. Any such assignment without consent shall neither absolve the assignor of its liabilities and obligations under this Agreement, nor create in favour of the assignee any rights or privileges as against WALMI.
13. **Change of name:** During the period of empanelment, if the name of the Empanelled Agency has undergone a change due to acquisition, amalgamation etc, the Empanelled Agency shall inform WALMI within 30 (thirty) days of the event. In such cases, all the obligations under the contract with WALMI should be passed on for compliance to the new Empanelled Agency.
14. **Relationship:** The parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Each party shall be deemed to be acting solely on its own behalf and except as expressly stated has no authority to pledge the credit of or in our obligations or perform any acts or make any statements on behalf of the other party. Neither party shall represent to any person or permit any person to act upon the belief that it has any such authority from the other party. Neither party's

officers or employees, agents or contractors shall be deemed officers, employees, agents or contractors of the other party for any purpose.

15. **Number of Copies:** The Empanelled Agency shall be the person liable to pay the requisite stamp duty payable as per appropriate provisions of the stamp laws in force in the State of Madhya Pradesh. This agreement is made in duplicate and WALMI and the Empanelled Agency shall each retain one original duly signed by the authorized signatories of the parties hereto.
16. **Notice:** Any notice to be given hereunder shall be in writing and shall either be delivered personally within normal office hours and on working days or sent by registered post A.D. at the registered addresses mentioned in this Agreement within 15 (fifteen) days. A notice shall be deemed to have been served as follows:
 - (a) if personally delivered, at the time of delivery; or
 - (b) if sent by registered post A.D., at the time of delivery or transmission thereof within normal office times and on working days.
17. **Failure to Exercise rights:** Any omission on the part of WALMI at any time to exercise any of its rights under the terms of engagement of the Agreement shall not be deemed to amount as waiver on the part of WALMI of its rights and in no way impair or affect the validity of the terms and the privilege of WALMI to enforce its rights at any time subsequently.
18. **Force Majeure:** For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The Empanelled Agency shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.
 - If a Force Majeure situation arises, the Empanelled Agency shall promptly notify to WALMI in writing of such conditions and the cause thereof. Unless otherwise directed by WALMI in writing, the Empanelled Agency shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.
19. **Dispute Resolution:** The WALMI and the Empanelled Agency shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. In the event of non-resolution of the dispute or disagreement in the afore-stated manner, such dispute shall be referred to the Director, WALMI, and

the decision of the Director in this respect shall be binding upon the Empanelled Agency.

20. **Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of India and the Hon'ble Courts in Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Agreement.
21. **Entire Agreement:** This Agreement and, in relation to any Services, the EOI and the work orders (as and when issued) together constitute the complete and exclusive statement of the agreement between the parties with regard to the matter set forth herein, and it supersedes all other agreements, proposals and representations, oral or written, expressed or implied with regard thereto.
22. **Limitation of liability:**
- I. Except in case of gross negligence or willful misconduct WALMI shall not be liable to the Empanelled Agency for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs.
 - II. Without prejudice to the aforesaid, the aggregate liability of WALMI under this empanelment, shall not exceed the amount of the PBG executed by the Empanelled Agency. Provided that this limitation shall not apply to the obligations of the Empanelled Agency to indemnify WALMI arising out of the contracts/work orders issued for specific engagements.

The parties agree to be bound by the terms and conditions of this Agreement in witness whereof they have signed it through their authorised representatives on this [.] day of [.] 2022.

Sealed, Signed and Delivered by For and on behalf of WALMI

Date:

Place:

Witnessed by

For and on behalf of Empanelled Agency

Date:

Place:

Witnessed by