

AMARAVATI DEVELOPMENT CORPORATION LIMITED
VIJAYAWADA

NOTICE INVITING TENDER (NIT)

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**AMARAVATI DEVELOPMENT CORPORATION LIMITED,
VIJAYAWADA**

E-Procurement

Tender Notice No. 06/HOD/UG & F/ADCL/2019, Dated: 12-01-2019

NAME OF THE WORK : Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019

NAME AND ADDRESS OF THE CONTRACTOR WHO DOWNLOADED THE BID DOCUMENTS :

AMARAVATI DEVELOPMENT CORPORATION LIMITED, VIJAYAWADA

NOTICE INVITING TENDERS (N.I.T.)

E-Procurement

Tender Notice No. 06/HOD/UG & F/ADCL/2019, Dated: 12-01-2019

1. Government vide GO. Ms. 109 (MA&UD) Department has established Amaravati Development Corporation Limited (ADCL) under Companies Act, 2013, for the development, implementation, operation and management of Amaravati, the new Capital City of Andhra Pradesh. ADCL intends to procure various types of Unique Plants for augmenting the green cover in the Capital Region Area of Amaravati, Andhra Pradesh.

In view of above, ADCL intends to select a bidder from amongst the eligible bidders (herein the "Bidder") for undertaking **"Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019."** Here to (herein after referred to as the "Project"); Pursuant to the aforesaid, Bids are invited for **the Project** from the eligible Bidders.

2. Bids are invited on the e-procurement platform for the above-mentioned work from the eligible bidders with proof of having Unique Plants as mentioned in the tender document in its Nurseries (or) in its possession. The details of tender, terms and conditions can be downloaded from the electronic procurement platform of Government of Andhra Pradesh State i.e. <https://tender.apecurement.gov.in>
3. Approximate Estimate Contract Value (E.C.V.) of work: **Rs.5,10,35,000/-**
4. Contractors would be required to register on the e-procurement market place **www.apecurement.gov.in** and submit their bids online. The department will not accept any bid submitted in the paper form.
5. **Also, a complete set of tender document can be downloaded from the website <https://tender.apecurement.gov.in> & between 18.01.2019 to 06.02.2019. Tender schedule is indicated in the table below:**

<i>Document download start date & time</i>	<i>: 18-01-2019 @ 4.00 PM</i>
<i>Document download end date & time</i>	<i>: 01-02-2019 @ 4.00 PM</i>
<i>Last date & time for submission of tender (Uploading)</i>	<i>: 01-02-2019 @ 4.30 PM</i>
<i>Date & time of Opening of tenders</i>	<i>: 01-02-2019 @ 5.00 PM</i>
<i>Date & time of Opening of Price bids</i>	<i>: 06-02-2019 @ 2.00 PM</i>

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification to be published in the ape-procurement website or happen to be public holidays.

6. **Payment of EMD should be done by Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking to facilitate the transaction Rs.5,10,350/- (i.e., 1% of ECV) in favour of CMD, ADCL Vijayawada.** The bidders shall also upload in the e-procurement web site payment receipt for reference. The tenderer shall hand over the hard copies which are uploaded by the bidders directly or his authorized representative directly or through his agent or by registered post or by courier service to the Chairperson & Managing Director, ADCL, Vijayawada. The department will not take any responsibility for any delay or non-receipt.
7. **Transaction fee to be paid as per norms of e-procurement platform.**
8. **Period of completion of work: 90 days / 3 months**
9. Tender Form of contract: **LUMP SUM CONTRACT**
10. The Unique Plants to be supplied by the successful tenderer are subject to verification for quality by the concerned Officers of ADCL before supplying the same to ADCL. Only those Unique Plants which are certified for quality by the concerned Officers of ADCL will be accepted.
11. **ADDITIONAL SECURITY DEPOSIT (ASD) - For tenders quoted up to 25% less to the estimated contract value of work, no additional security deposit is required. But for tenders quoted more than 25% less of the estimated Contract Value of work, the difference between such tendered bid amount and 75% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding the agreement as an Additional Security Deposit to fulfill the contract through Demand Draft drawn on a Nationalized Bank in the prescribed format which is valid till completion of the work in all respects.**
13. **Eligibility Criteria for participating in tender**
 - 13.1 **The Applicant/ Bidder should have supplied Unique Trees of similar specifications aggregating to minimum of 1500 Nos of Unique Trees within a period of One (1) Year to any of the State Governments/ Semi Governments/ Public Sector Departments/ Central Government Departments/ MNCs / Any State Government Approved Nurseries during the last three (3), financial years preceding the tender due date.**
 - 13.2 **Financial capacity: " Applicant/ Bidder should have an average annual turnover of Rs. 50.00 Lakhs (Rupees Fifty Lakhs Only) in the past three (3) financial years preceding the Tender Due date duly certified by Chartered Accountant."**
 - 13.3 **The Applicant/ Bidder should have his own Nursery.**
 - 13.4 **Note: It may be noted that ADCL technical committee or its authorized representatives may visit the applicant's nursery to ascertain the capacity and finalize the technical tender evolution.**
14. **Procedure for submission of Bids:**
 - (a) Bidders may contact the Chairperson & Managing Director, ADCL, Vijayawada or his/her authorized representatives for any information on e-Procurement.
 - (b) Bidders need to register on the electronic procurement platform of Government of Andhra Pradesh i.e., "www.apecurement.gov.in". On registration on the e-Procurement platform, they will be provided with a user id and password by the system using which they can submit their bids online.

- (c) While registering on the e-procurement platform, Bidders need to scan and upload the required documents as per the Tender requirements onto their profile.
- (d) The e-procurement platform provides an on line self-service registration facility to such of the contractors who are already registered with respective participating departments for supply of specified goods and services. Such uploaded documents pertaining to the Technical Bid need to be attached to the tender while submitting the bids on line as per the terms and conditions of such tender.
- (e) Steps for registration and submission of bids are described in detail in the “Bidders Training Booklet” available with the department as well as at the above web site.
- (f) The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids, etc., through online as per the terms and conditions stipulated in such tender document, displayed at e-procurement platform. The Bidders should upload the scanned copies of all the relevant certificates, documents, etc., in the e-procurement platform in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him/her, owning responsibility for their correctness / authenticity.
- (g) Successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates / statements up loaded by the tenderer before concluding agreement to the HOD, UG & F, Wing, ADCL, Vijayawada.
- (h) The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action would be initiated including suspension of business.
- (i) **Even while execution of the work, if found that the contractor had produced false/fake certificates of experience he would be black listed and the contract will be terminated.**
- (j) **The technical bid evaluation** of the tenderers will be done based on the certificates / documents uploaded through online only, towards qualification criteria furnished by them.
- (k) **The price-bids of such tenderers who are determined to have complied with the eligibility / qualification criteria will only be opened.**
- (l) The Chairperson & Managing Director, ADCL, Vijayawada or his/her nominee at ADCL office will open the technical tenders. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in e-procurement website.
- (m) **Important Note:** The Bidder shall authenticate the bid with its digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital Certificate of the bidder will not be accepted on the AP e-procurement platform.

15. Qualification Requirements and Submission of Bids: -

To qualify for consideration of award of the contract, each tenderer should fulfill the following criteria.

- a) Payment of EMD should be done by Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction Rs.5,10,350, /- (i.e., 1% of ECV) in favour of CMD, ADCL, Vijayawada. The bidders shall also upload in the e-procurement web site payment receipt for reference. The tenderer shall hand over the hard copies which are uploaded by the bidders directly or his authorized representative directly or through his agent or by registered post or by courier service to the, O/o the Chairperson & Managing Director, ADCL, Vijayawada so as to reach the concerned authorized officer before opening of the tenders. The department will not take any responsibility for any delay or non-receipt.
- b) The Tenderer is subjected to be black listed and the EMD would be forfeited if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures and /or participated in the previous tendering for the same work and had quoted unreasonable high bid prices.
- c) Transaction fees: A transaction fee at 0.0354% of the estimate contract value (ECV) of the work towards service charges has to be paid by successful bidder at the time of concluding agreement in the form of Demand draft as follows in favour of The Managing Director, APTS, Hyderabad for Rs.18,066/- (Towards e-procurement services at 0.04% of estimated contract value with a cap of Rs.10,000/- for all works with estimated contract value up to Rs.50.00 Crores and Rs.25,000/- for works with estimated contract value above Rs. 50.00 Crores).
- d) For qualifying in technical bid, following experience certificates are required:
- i) Certificate on Supply of minimum 1500 Nos of Value added Plants/ Unique Trees during last three financial years (2016-17 to 2018-19) to State Governments/ Semi Governments/ Public Sector Departments/ Central Government Departments/ Multi National Companies / Any State Government Approved Nurseries / Nurseries Registered by the State Government.
 - ii) Certificate on financial turnover Rs. 50.00 Lakhs during the last three financial Years (2016-17 to 2018-19).
 - iii) Registration of Nursery on tenderer name.
- e) While submitting the invoice for effecting payment the GST No. 37AAPCA9300B1ZV and PAN No. AAPCA9300B of ADCL should be mentioned along with the GST No & PAN No of the bidder.

INSTRUCTIONS TO TENDERERS

A. GENERAL

NAME OF WORK: Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019.

16. The Chairperson & Managing Director, **Amaravati Development Corporation Limited**, (ADCL), Vijayawada invites tenders for the above works vide **NIT No. 06/HOD/UG & F/ADCL/2019**, **Dated: 12-01-2019**.

17. **Scope of work** :

Name of the work: Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019.

ECV put to tender : Rs.5, 10, 35,000/-
a) Period of Contract : 90 days/ 3 Months
b) Rates adopted : Basing on the quotations obtained.

18. The Chairperson & Managing Director, ADCL, Vijayawada or his/her nominee at his/her office will open the tenders in the presence of tenderers or their authorized representatives on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in AP e-procurement website.

19. The successful (L1) tenderer shall furnish the original hard copies of all the documents / certificates / statements up loaded by him before concluding agreement to the Head of the Department, UG & F Wing, ADCL, Vijayawada.

20. The successful tenderer is expected to complete the work within the time period specified in the NIT.

21. **Firms Eligible to Tender:**

21.1 The Applicant/ Bidder should have supplied Unique Trees of similar specifications aggregating to minimum of 1500 Nos of Unique Trees within a period of One (1) Year to any of the State Governments/ Semi Governments/ Public Sector Departments/ Central Government Departments/ MNCs / Any State Government Approved Nurseries during the last three (3), financial years preceding the tender due date.

21.2 Financial capacity: " Applicant/ Bidder should have an average annual turnover of Rs. 50.00 Lakhs (Rupees Fifty Lakhs Only) in the past three (3) financial years preceding the Tender Due date duly certified by Chartered Accountant."

21.3 The Applicant/ Bidder should have his own Nursery.

- i) The firm or any firms who are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business
- ii) The firm or any firms who have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

21.2 Firms Ineligible to Tender:

- i) A retired officer of the Govt. of AP or Govt. of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the ADCL where any of his near relatives are employed in the rank of Forest Range Officer/ Horticulture Officer or Asst. Director and above on the executive side and Office Staff of ADCL and Audit section and on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

1. Sons, step sons, daughters, and stepdaughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

22. Tenders up to 05 (Five) % excess over the Estimated Contract Value (ECV) will be considered as per the GO MS No 133, Dt. 20.11.2004 and the tenders with an excess of above 5% of the ECV shall summarily be rejected.

23. For tenders quoted up to 25% less to the estimated contract value of work, no additional

security deposit is required. But for tenders quoted more than **25%** less of the estimated Contract Value of work, the difference between such tendered bid amount and **75% of the estimated contract value**, shall be paid by the successful tenderer at the time of concluding the agreement as an **Additional Security Deposit** to fulfill the contract through Demand Draft drawn on a Nationalized Bank in the prescribed format which is valid till completion of the work in all respects.

- a. If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
- b. A tenderer submitting a Tender- which the tender accepting authority considers to be excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tender overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the **provisions of clause-6 of the Hoarding and profiteering prevention ordinance of 1943** as amended from time to time and on similar principle in regard to labour supervision on the construction.

B. TENDER DOCUMENT

24. Contents of Tender document.

24.1 One set of Tender document, comprises of the following:

Technical bid

- 1) Notice Inviting Tenders (NIT)**
- 2) Instruction to Tenderers**
- 3) Forms of Tender and qualification information**
- 4) Special Conditions of Contract**

Price bid

Bill of Quantities and Price bid.

25. Clarification on Tender Documents

A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer or any officer authorized at the address indicated in the NIT. The Tender Inviting Officer or any officer authorized will also respond to any request for clarification, received through post.

26. Amendment to Tender Documents

- 26.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
- 26.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall be published at online site.
- 26.3 To give prospective Tenderers reasonable time to take an **addendum** into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

27. Language of the Tender.

All documents relating to the tender shall be in the English Language only.

28. Documents comprising of the Tender.

- 29.1 The Bidders who are desirous of participating in e - procurement shall submit their technical bids, price bids etc., as per the terms and conditions stipulated in the tender documents, displayed at e- market place. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e - procurement platform in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
- 29.2 After uploading the Technical/ Price Bid, the original DDs are to be submitted by the bidder to the HOD UG & F Wing of ADCL, Vijayawada so as to reach before the date of opening of price bids.
- 29.3 The tenderer shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
- 29.4 The technical bids will be opened online by the HOD, UG & F Wing, ADCL on the time and date as specified in the tender documents. All the statements, documents, certificates, DDs etc., uploaded by the tenderers will be downloaded for evaluation. The clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders. The bids will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the eligible /qualified bidders' price bids will be opened.

30 Bid Offer:

- 30.1** Bill of Quantities and Schedule "A" accompanies the tender document in single volume. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this Bill of Quantities and this Bill of Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Chairperson & Managing Director, ADCL as set forth in the conditions of the contract. The Bill of Quantities shall contain the various types of Unique Plants which needs to be supplied to ADCL, Vijayawada. Bidders are requested to quote their price bid in terms of

percentage (excess / equal / less than the ECV indicated). The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV at the space provided therein in Schedule 'A'. The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer, as overall tender percentage. The overall tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, and rewriting duly initialing with date.

30.2 The Bill of Quantities (or Price-bid) contains not only the quantities but also the rates worked out by the ADCL and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.

30.3 The bid offer (price) shall be for the whole work and not for individual items / part of the work.

30.4 All duties, taxes, and other levies payable by the tenderer as per State / Central Government rules shall be included in the tender percentage quoted by the tenderer.

30.5 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

30.6 Charges payable to MD, APTS:

Transaction fees: A transaction fee at 0.0354% of the estimate contract value of the work towards service charges has to be paid by successful bidder at the time of concluding agreement in the form of Demand draft as follows in favour of Managing Director, APTS, Hyderabad for **Rs.18,066/-**

(towards e-procurement services at 0.04% of estimated contract value with a cap of Rs.10,000/- for all works with estimated contract value up to Rs.50.00 Crores and Rs. 25,000/- for works with estimated contract value above Rs. 50.00 Crores).

31 Validity of Tenders:

31.2 Tenders shall remain valid for a period of not less than three months from the last date for receipt of Tender specified in NIT.

31.3 During the above-mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

31.4 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

32 Earnest Money Deposit:

- 32.2 The successful tenderer has to furnish the EMD of **2½% (i.e. 1 % paid at e – platform and remaining 1 ½ %** at the time of agreement- **totally Two and Half Percent only** of ECV duly adjusting the EMD in the form of DD drawn from any Nationalized / Scheduled Bank of India in favor of **“The Chairperson & Managing Director, ADCL”** payable at Vijayawada. The EMD or security deposit paid by the tenderers will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender
- 32.3 Demand Drafts furnished towards EMD and Security Deposit shall be valid for a period of three months from the date of tender notice.
- 32.4 The EMD of unsuccessful tenderers will be returned to them after the tenders are finalized or the end date of Tender Validity period whichever is earlier.
- 32.5 The E.M.D. shall be forfeited.
- (a) If the Tenderer withdraws the Tender during the validity period of Tender.
 - (b) In the case of a successful tenderer, if he fails to submit and sign the Agreement for whatever the reason.

33 Signing of Tenders.

- 33.2 If an individual makes the tender, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.
- 33.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.
- 33.4 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the tender will be void and liable to be rejected without any reasons.

D. SUBMISSION OF TENDERS

34 Submission of Tenders:

- 34.1 The tenderer shall invariably ensure that the following are furnished in hard copy to the tender receiving authority i.e., the Chairperson & Managing Director, ADCL, Vijayawada one day before opening of Price Bids, besides uploading them on line.
- a) Original DD towards EMD issued by Nationalized Bank/ Scheduled Commercial Bank which is valid for a period of three months from the date of tender notice.
- 34.2 The tenderer shall invariably ensure that the following are uploaded on line.
- a) Check slip showing the requisite particulars/certificate that are enclosed under Annexure – I (Eligibility/Qualification information)
 - b) Application letter
 - c) The information and litigation history in Statement- IV

35 Last date / time for Submission of the Tenders.

- 35.1 Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.
- 35.2 The HOD, UG & F, Wing, Amaravati Development Corporation Limited, (ADCL), Vijayawada may extend the dates for the receipt of Tenders by issuing an amendment in which case all rights and obligations of the Chairperson & Managing Director and the Tenderers will remain same as previously.

36 Modification to the Tender.

No Tender shall be modified after the last date /time of submission of Tenders.

E. TENDER OPENING AND EVALUATION

37 Tender opening

The technical bid containing qualification requirements as per Annexure I and statement IV will be evaluated by the tender opening authority.

38 Clarification on the Technical Bid.

- 38.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response there to shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be **more than a week**.
- 38.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

39 Examination of technical Bids and Determination of Responsiveness:

- 39.1 The Chairperson & Managing Director, ADCL, Vijayawada will evaluate whether each Tenderer is satisfying in accordance to the eligibility criteria as prescribed in the tender document and declares them as a qualified Tenderer.
- 39.2 If the technical bid of any Tenderer/s is not satisfying the eligibility criteria, it will be rejected by the **Chairperson & Managing Director, ADCL**.
- 39.3 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be void and liable to be rejected.

40 Price Bid Opening:

- 40.1 The Price Bids of qualified Tenderers whose technical Bids are found satisfying the eligibility criteria shall be opened on the date and time indicated / informed.
- 40.2 The Price Bid of the Unqualified Tenderers will not be opened and kept in safe custody till the tenders are finalized and thereafter E.M.D. will be returned to the tenderers.
- 40.3 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the Tender accepting authority shall communicate the same, which will be binding both on the tender opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

41 Evaluation and Comparison of Price Bids

- 41.1 The Chairperson & Managing Director, ADCL will evaluate and compare the price bids of all the qualified Tenderers.
- 41.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.
- 41.3 The tender with least quote will be awarded with the work.

42 Discrepancy in Tender percentage quoted.

In case of any discrepancy noticed between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

43 Process to be Confidential.

- 43.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the tender accepting authority has announced the award to the successful Tenderer. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- 43.2 No Tenderer shall contact the Chairperson & Managing Director, ADCL or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring

additional information to the notice of the Chairperson & Managing Director, ADCL it should be done so in writing.

- 43.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

F. AWARD OF CONTRACT

44 Award Criteria

- 44.1 The Chairperson & Managing Director, ADCL will recommend to the competent tender accepting authority for award of the contract to the Tenderer who is found technically qualified as per the Tender conditions and whose price bid is lowest.
- 44.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

45 Notification of Award and Signing of Agreement.

- 45.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the Chairperson & Managing Director, ADCL prior to expiration of the Tender validity period by registered letter. This letter hereinafter and in the Conditions of Contract called "**Letter of Acceptance**" (LOA) will indicate the sum that the ADCL, Vijayawada will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
- 45.2 When a tender is to be accepted, the concerned tenderer, the tenderer shall attend the office of the Chairperson & Managing Director, ADCL, Vijayawada on the date fixed in the Letter of acceptance. Upon intimation being given by the Chairperson & Managing Director, ADCL of acceptance of his tender, the tenderers shall make payment of the additional security deposit wherever needed by way of Demand Draft obtained from a Nationalized / Scheduled Commercial Bank with a validity period of required months, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Chairperson & Managing Director, ADCL's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the ADCL.
- 45.3 The successful tenderer has to sign an agreement within period of (7) days from the date of receipt of communication of acceptance of his/her tender. On failure to do so his tender

will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

46 Corrupt or Fraudulent Practices

46.1 The Amaravati Development Corporation Limited (ADCL) requires that the bidders / suppliers / contractors under ADCL financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government define for the purposes of the provision, the terms set forth below as follows:

- (i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (b) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
 - (c) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

Annexure –I

FORMS OF TENDER AND QUALIFICATION INFORMATION

CHECKLIST TO ACOMPANY THE TENDER

S.No	Description	Submitted or Not	Page No. (see Note below)
(1)	(2)	(3)	(4)
1	E.M.D. should be paid online	Yes / No	
2	Transaction Fee	Yes / No	
3	Application Letter	Yes / No	
5	Litigation history in Statement – IV	Yes / No	
6	PAN number copy	Yes/ No	
7	Certificate on Supply of minimum 1500 Nos of Value added Plants/ Unique Trees Unique Plants during last three financial years (2016 -17 to 2018-19) to different firms as mentioned in the eligibility criteria	Yes/ No	
8	Certificate on financial turnover Rs. 50.00 Lakhs during last three financial years (2016 -17 to 2018-19)	Yes/ No	
9	Certificate on Registration of Nursery on tenderer name.	Yes/ No	
10	Latest colour photographs of Value added Plants/ Unique Trees as per the specifications given by the ADCL in shape of Booklet. (Four (4) photographs of each item)	Yes/ No	

Notes:-

1. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- 2) The information shall be filled-in by the Tenderer in the checklist and **statements I to IV** and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the eligibility / qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per checklist shall be submitted online by the tenderer.

DECLARATION

I / We have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

I / We hereby declare that, I / We have not been blacklisted / debarred / Suspended / demoted in any department in Andhra Pradesh or in any State due to any reasons.

Signature of the Tenderer

APPLICATION LETTER

Date:

To

The Chairperson & Managing Director

Amaravati Development Corporation Limited,
Vijayawada, Andhra Pradesh

Respected **Madam,**

I / We do hereby agree and if this tender be accepted for undertaking the execution of the work viz. – **Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019** as per the directions of ADCL and described in the specifications with any variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the quoted sum or such other sum as may be arrived by final measurement at unit rates”

I/We have also quoted percentage Excess / less on E.C.V., in Schedule ‘A’ for which I/We agree to execute the work with the lump sum payment or varied payment on measurement actual quantities as per the terms and conditions of the agreement.

I/We have quoted Percentage Excess / less on E.C.V., in Schedule ‘A’ both in words & figures. In case of any discrepancy between the Percentage excess or less on E.C.V., in words and figures, the rates quoted words only shall prevail.

I/We agreed to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited by ADCL

I/We hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice. I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/We enclosed to my/our application for tender schedule a demand draft (No.....dated:.....) for Rs.....as earnest money not to bear interest.

I/we shall not assign the contractor or sublet any portion of the same.

IF MY/OUR tender is not accepted, the EMD shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the Chairperson & Managing Director, ADCL's Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Chairperson & Managing Director, ADCL or acceptance of my/our tender, and if I/We fail to enter into the required agreement as defined in the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/We fully understand that the written agreement to be entered into between me/us and ADCL, shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of ADCL.

TENDERERS / CONTRACTOR'S CERTIFICATE.

- (1) I/We hereby declare that I/We have perused in detail and examined closely the Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the office of ADCL, Vijayawada.
- (2) I/We certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for red soil, Gravel , sand and other materials.
- (3) I/We am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/We hereby declare that I/We will pay an additional security deposit in terms of Instructions to tenderers
- (5) I/WE hereby declare that I am/we are accepting to reject my tender in terms of instructions to tenderers
- (6) I/we hereby declare that I/We will not claim any price escalation.
- (7) a) I/WE declare that I/WE will procure the required materials including earth and use for the work after approval of the ADCL officer -in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall

rest with me/us for the materials for work, I/WE shall ensure smooth and uninterrupted supply of materials.

- b) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (8) I/ We declare that I/WE will execute the work as per the mile stone programme, and if I/We fail to complete the work as per the mile stone programme-I abide by the condition to recover liquidated damages as per the tender conditions.
- (9) I/We declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER

- 1) I/WE have not been black listed in any department in Andhra Pradesh due to any reasons.
- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer:

Phone No.:

Fax No.:

CONTRACTOR

SPECIAL CONDITIONS OF CONTRACT

A. GENERAL

47 Interpretation:

47.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The officer in charge will provide instructions clarifying queries about the conditions of Contract.

47.2 The documents forming the Contract shall be interpreted in the following order of priority:

- 1) Agreement
- 2) Letter of Acceptance, notice to proceed with the works
- 3) Contractor's Tender (Technical bid)
- 4) Special Conditions of contract
- 5) Bill of quantities (Price-bid)
- 6) Any other document listed as forming part of the Contract.

48 Officer-in-Charge Decisions:

Except where otherwise specifically stated, the Officer-in-charge, will decide the contractual matters between the Department and the Contractor in the role representing the Department.

49 Delegation:

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

50 Communications:

Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

51 Sub-contracting:

No sub-Contracting or sub-letting is allowed.

52 Other Contractors:

The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Officer-in-charge.

53 Personnel of Contractor:

The Contractor shall employ the required number of personnel.

54 Contractor's Risks:

All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

55 Insurance:

The Contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the Start Date to the end of the Contract period/ Defects Liability Period i.e., 3 months after completion for the following events which are due to the Contractor's risks.

- a) Loss of or damage to the Works, Equipment, Unique Plants and Materials;
- b) Personal injury or death of persons employed for work.

Policies and certificates of insurance shall be delivered by the Contractor to the Officer-in-charge at the time of concluding Agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

- i) The contractor shall furnish insurance policy in force in accordance with proposal furnished in the Tender and approved by the Department for concluding the agreement.
- ii) The contractor shall also pay regularly the subsequent insurance premium and produce necessary receipt to the Officer-in-Charge, well in advance.
- iii) In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.

Alterations to the terms of insurance shall not be made without the approval of the Officer-in-Charge.

56 Safety:

The Contractor shall be responsible for the safety of all activities on the Site.

57 Scope, Extent & Intent.

57.1 Scope of Work and Technical Specifications:

- a) The selected Bidder shall supply Unique Plants strictly as per the specifications mentioned in the tender (*as specified in the bill of quantities*).
- b) **The Unique Plants holding poly bags, poly sheets / woven sacks should have proper ball of earth containing plant pot soil mixture.**
- c) **The observation period is three Months from the date of supply of the Unique Plants at the location specified at the capital city area of Amaravati, during which period the supplier should safe guard and maintain the Unique Plants supplied by him at his/their own cost, till they are safely handed over to ADCL.**
- d) The Unique Plants supplied should be of robust, healthy and free from pests and diseases and shall have good foliage even after Three months period of the supply of the plants, basing on which payments would be made to the contractor.
- e) The supplied Unique Plants which are not confirming to the specifications shall be rejected out rightly and the bidder shall have no right to claim what-so-ever on such supplies.
- f) The decision of determining the quality of Unique Plants supplied lies with ADCL and shall be binding on the supplier.
- g) Height of the Unique Plants shall be measured from the top of the poly bag/ poly sheet to the tip of the Plant.
- h) The Unique Plants to be supplied shall not show any withering / wilting symptoms at any time from the date of delivery till three (3) months period.

- i) Loading and unloading of Unique Plants is the responsibility of the bidder and may employ skilled persons without spoiling the Unique Plants / ball of earth.
- j) **Transit losses will have to be borne by the bidder.**
- k) Before issue of **Letter of Acceptance (LOA)** the nursery of the successful bidder wherein the required Value added Plants/ Unique Trees plants are available would be inspected and verified by the ADCL authorities. If the required measurements and the requisites as mentioned in this tender document are not available with the plants, the bidder would be disqualified and Black listed.
- l) The successful bidder has to deliver the Value added Plants/ Unique Trees plants with in the Capital city area of Amaravati, at the location indicated at the time by the concerned ADCL authorities.
- m) Latest colour photographs pertaining to required Value added Plants/ Unique Trees plants should exists in supplier own nursery only. He/ She has to upload the minimum Four (4) colour photographs, where clear picture on Height of the Unique Plants, mid width of the crown, condition of the bag etc., should clearly visible preferably in shape of Booklet.

57.2 The Unique Plants to be supplied by the bidder are subject to verification for quality by the concerned officer of ADCL before supplying the same to ADCL. Only those Unique Plants which are certified for quality by the concerned officers of ADCL will be accepted for supply.

57.3 The tenderer shall take up and carry out the work under the tender in every respect and the work shall include the supply of Unique Plants and everything else necessary for the proper execution and successful continuation of the work in accordance with the contract documents and to the discretion and satisfaction of the ADCL. The tenderer shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the work.

57.4 The tender documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the tender documents that the contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Materials or work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards as are applicable.

57.5 The extent of work includes the components & Specifications of BOQ / Agreement. The Tenderer shall supply the Unique Plants as per specifications of the tender/contract agreement anywhere in ADCL limits as directed by the Officer Concerned.

58 Execution of Agreement:

58.1 The successful tenderer shall execute an agreement on **Rs.100/-** non-judicial stamp paper within **(7) seven days** from the date of issue of notice of confirmation of tender in his favour as per the terms and conditions and other norms laid down by Amaravati Development Corporation Limited, (ADCL).

58.2 If the successful tenderer fails to sign the prescribed agreement or fails to start the work within **(10) TEN DAYS** of order to commence the work, the Earnest Money Deposit paid by him shall be forfeited.

59 Transfer of Contract or Sub-leasing:

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

60 Discretionary powers of the Chairperson & Managing Director, ADCL

- 60.1 The Chairperson & Managing Director, ADCL reserves the right to accept or reject any tenders without assigning any reason. The decision of the Chairperson & Managing Director, ADCL will be final and binding.
- 60.2 In case of any dispute arising during the process of tender, during the period of contract, the decision of the Chairperson & Managing Director, ADCL will be final and binding on the tenderer.
- 60.3 The decision of Chairperson & Managing Director, ADCL as regards to the quality of the Unique Plants supplied will be final and binding.
- 60.4 The Chairperson & Managing Director, ADCL will have right to issue directions from time to time for replacement of Unique Plants which are not confirming to contract conditions and such directions are binding on the part of the Tenderer.
- 60.5 The Chairperson & Managing Director, ADCL reserves the right to withdraw or cancel agreement / contract with seven days' notice without assigning any reason which shall be binding on the tenderer.
- 60.6 For violation of any terms and conditions by the tenderer, the Chairperson & Managing Director, ADCL shall have the right to cancel the agreement / contract with seven days advance notice and the action initiated by the Chairperson & Managing Director, ADCL shall be binding on the tenderer.
- 60.7 The acceptance of tender shall rest with the Chairperson & Managing Director, ADCL who does not bind to accept the lowest tender and reserves to the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the tenderer(s) liable for compensation or damages.

61 Compliance of other laws & Acts

- 61.1 The Tenderer shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations such as payment of wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act, 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulations and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Tenderer shall assume liability and shall indemnify the ADCL from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. In general, in respect of all labour directly or indirectly employed in the work for the performance of Tenderer's part of the Contract, the Tenderer shall comply with all the rules framed by the concerned ADCL authorities from time to time for protection of the health and welfare of the workers. The Tenderer shall

pay to labour employed by him wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable in the Capital City Region to the labour engaged in the work, as laid down by the concerned local authorities.

61.2 The tenderer shall include in the tender amount all expenses necessary to meet his obligations for making contributions towards employee's benefits funds (such as provident fund, ESI benefits, old age pension and / or any other benefits / compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Tenderer and are to be produced for scrutiny by the concerned authorities whenever called for.

62 Indemnity

The tenderer shall indemnify, defend, hold and keep indemnified, the ADCL from and against all actions, suits, claims costs, liabilities and demands brought or made against the ADCL in respect of any matter or thing done or omitted to be done by the Tenderer or any of their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the work or the tenderer's performance under this contract and against any loss or damage to the ADCL in consequence of any action or suit being brought against the tenderer or any of his employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the work under this contract, including but not limited to non-compliance with the applicable laws and regulations of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights and specifically regarding use, storage and disposal of hazardous materials.

63 Standards of conduct

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

64 Payment terms & conditions:

64.1 Bills to the successful tenderer will be paid after completion of supplies of Unique Plants and after issuance of certificate by the officer concerned regarding proper execution of the work i.e., supply of Unique Plants to the satisfaction of ADCL as per specifications for the said month.

64.2 All the taxes, cess etc. applicable in the state of Andhra Pradesh shall be deducted from the contractor bills and shall be binding on the tenderer if any.

- 64.3 The department shall retain 7.5% of the bill amount from each bill payment from the contractor towards security deposit until completion of the whole of the works in addition to 2 ½ % EMD amount paid.
- 64.4 On completion of the whole of the works, 5% of the total amount retained is re-paid to the Contractor along with final bill and the 2 ½% when the Defects Liability Period has passed and the Concerned Officer-in-charge has certified that all the Defects notified by the Concerned Officer in-charge to the Contractor before the end of this period have been corrected along with the 2 ½% EMD paid.

65 PENALTIES / FORFEITURES:

- 65.1 In case the tenderer withdraws during the continuance of contract period due to any reason, the Earnest Money Deposit stands forfeited.
- 65.2 If it shall appear to the ADCL during the progress of the supply of Unique Plants that any supplies have been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by the Tenderer for the execution of the supplies are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the tenderer shall, on demand in writing from the ADCL specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and re-execute the work so specified in whole, or in part as the case may require as the case may be, remove the materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the ADCL in his demand aforesaid, the ADCL may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the tenderer, and deduct the expenses from the sums that may be due at any time thereafter may become due to the tenderer.
- 65.3 If the ADCL deems it inexpedient to get corrected or rectified any work of the Tenderer which is defective or damaged or of substandard quality or is generally not in accordance with the contract documents, then an equitable and appropriate penalty shall be levied thereof on the tenderer, and the ADCL's decision in this respect shall be final and binding on the tenderer.
- 65.4 If the supplies are not done in stipulated time, penalty will be levied on the successful tenderer at the discretion of ADCL. Such penalty may be to a tune of Rs. 5,000/- per occasion or event besides initiating other penal action against the tenderer like forfeiture of Earnest Money Deposit etc. The penalty and / or penal action shall be at the discretion of the ADCL and the tenderer shall abide by such impositions.
- 65.5 All materials, equipment and workmanship shall be subject to inspection, examination and testing at all times and stages during execution, or installation, by the ADCL and the ADCL shall have the right to reject and order for removal and replacement of any defective material, equipment and / or workmanship or require its correction and rectification. The onus shall be on the tenderer to get such inspections carried out and obtain such approvals. If the tenderer fails to comply with these requirements, then all additional or redoing of

work necessitated as a consequence thereof shall be at the tenderer's cost and expense. No inspection or approval shall relieve the tenderer of any of his responsibilities, obligations and liabilities under the contract. No defective workmanship shall be repaired or patched up in any way without inspection and direction of the ADCL.

- 66 While quoting the rates for the supply of Unique Plants, the rates shall be inclusive of transport to the planting sites / urban vacant space of Amaravati Development Corporation Limited, Vijayawada, Andhra Pradesh.
- 67 The tenderer shall have to supply Unique Plants in any of the circles / work spots within the Capital City Area of Amaravati limits.
- 68 The lowest rates quoted by the tenderer for supply of Unique Plants will be accepted.
- 69 Transit losses will have to be borne by the tenderer only.**
- 70 The Unique Plants to be supplied by the successful tenderer shall be strictly as per specifications mentioned in the BOQ and shall be healthy, grown in fertile soil, free from diseases, weed and shall have good foliage. The Unique Plants to be supplied by the successful tenderer is subject to verification for quality by the concerned officer of ADCL before supplying the same to ADCL. Only those Unique Plants which are certified the quality by the concerned Officers of ADCL will be accepted.
- 71 The tenderer shall not have right to claim for work orders based on the tender quoted rates, the Chairperson & Managing Director, ADCL reserves the right to cancel the tender either in part or full without notice.
- 72 The successful tenderer has to supply the Unique Plants put to tender strictly within stipulated time i.e.,(15) days from the date of entering into service level agreement failing which the contract will be cancelled besides forfeiture of EMD.
- 73 That the ADCL reserves the rights to extend the time fixed for supply of Unique Plants.
- 74 The successful tenderer shall supply the Unique Plants at various work spots under ADCL limits as per the instructions of Officers of ADCL.

B. Finishing the Contract

- 75 Fundamental breaches of Contract include, but shall not be limited to the following.**
- a) The Contractor stops the supplies for 10 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Officer-in-Charge.
 - b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - c) The Officer-in-Charge 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 of time determined by the Officer-in-Charge; and
 - d) The Contractor does not maintain a security which is required and

- e) The Contractor has delayed the completion of work operations by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

76 For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

76.1 Notwithstanding the above the Department may terminate the contract for convenience.

77 Payment upon Termination:

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

78 INDEMNITY BOND

INDEMNITY BOND

NAME OF WORK: Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019.

I _____ contractor S/o. _____ aged _____ Resident of _____ do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract i.e., failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

Signature

79 INCOME TAX:

- a) The tenderer should furnish copy of permanent account number (PAN).
- b) During the course of the contract deduction of income tax at 2.24% shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.

**BILL OF QUANTITIES
AND
PRICE BID**

BILL OF QUANTITIES

NAME OF WORK: Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019.

PREAMBLE

- a) The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications.
- b) The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. *The quantities here given are those upon which the lump sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done.* The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the officer in-charge and valued at the estimate rate plus or minus tender percentage quoted in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Officer-in-Charge may fix within the terms of Contract.
- c) The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
- d) General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
- e) All items of work are to be executed as per the specifications supplied with the contract documents.
- f) The Contractor shall ensure that, the quoted tender percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and Unique Plants, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
- g) The contractor shall himself procure the materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.
- h) Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
- i) The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.

- j) The quoted tender percentage shall also include the work of any kind necessary for the maintenance of the works according to the specifications and further orders that may be issued by the Officer-in-Charge from time to time. The quoted tender percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications.
- k) For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates i.e., estimate rates plus or minus tender percentage.
- l) **Escalation:** No escalation in rates will be paid and the tenderer has to quote his percentage taking into account the period involved for completion of work.
- m) **Contractor's Rates Inclusive of Royalties:** It shall be understood and agreed that contractor's percentage is to include all royalties and costs arising from patent trademarks and copyrights in any way involved in the work. Whenever the contractor requires to use any design device, materials or process covered by letter of patent or copy of right, tender shall indemnify and save the ADCL from any and all claims for the infringement by reason of the use of any such patented design device materials or process to be performed under the contract.
- n) **Tenderer to Work Out His Rates:** The tenderer should work out his own rates, without reference being made to the ADCL estimated rates.

Amaravati Development Corporation Limited, VIJAYAWADA

Bill of Quantities (B.O.Q.)

Schedule-A

Name of the work: Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019.

ECV: Rs.5, 10, 35,000/-

Sl. No.	Qty.	Source of Rate.	Description of work	Type of the plant	Height of the Plant	Minimum Mid width of the crown	Girth of the Plant	Rate in Rs. per each plant	Total in Rs.
1	10 Nos	Committee approved rate	Olive multi branches	Multi braches	Six (6) feet above from the top of the container required	Approx. width of the plant canopy Six (6) feet	Approx. Girth of the plant Two (2) feet	160000/-	1600000/-
2	04 Nos	Committee approved rate	Olive big	Multi heads	Six (6) feet above from the top of the container required	Approx. width of the plant canopy Twenty (20) feet	Approx. Girth of the plant Six (6) feet	780000/-	3120000/-
3	10 Nos	Committee approved rate	Italian cypress spiral	Spiral	Twelve (12) feet above from the top of the container required	Approx. width of the plant canopy Two (2) feet	Approx. Girth of the plant One (1) feet	80000/-	800000/-
4	50 Nos	Committee approved rate	Caesalpinia ferrea		Fourteen (14) feet above from the top of the container required	Approx. width of the plant canopy Six (6) feet	Approx. Girth of the plant One (1) foot	32500/-	1625000/-

5	1500 Nos	Committee approved rate	Hibiscus		Four (4) feet above from the top of the container required	Approx. width of the plant canopy Three (3) feet	Approx. Girth of the plant Half (1/2) foot	1500/-	2250000/-
6	20 Nos	Committee approved rate	Ficus multi stem "S" type	Multi stem	Four (4) feet above from the top of the container required	Approx. width of the plant canopy Three (3) feet	Approx. Girth of the plant One (1) foot	16500/-	330000/-
7	100 Nos	Committee approved rate	Ficus multi stem	Multi stem, Multi balls	Six (6) feet above from the top of the container required	Approx. width of the plant canopy Four (4) feet	Approx. Girth of the plant Two (2) feet	26500/-	2650000/-
8	20 Nos	Committee approved rate	Ficus multi root, Multi ball	Multi stem, Multi balls	Ten (10) feet above from the top of the container required	Approx. width of the plant canopy Six (6) feet	Approx. Girth of the plant Three (3) feet	96500/-	1930000/-
9	5 Nos	Committee approved rate	Ficus topiary braided big	Braided	Twelve (12) feet above from the top of the container required	Approx. width of the plant canopy Five (5) feet	Approx. Girth of the plant Fourteen (14) feet	320000/-	1600000/-
10	50 Nos	Committee approved rate	Bougainvillea	4 to 5 Heads	Ten (10) feet above from the top of the container required	Approx. width of the plant canopy Five (5) feet	Approx. Girth of the plant Two (2) feet	150000/-	7500000/-
11	500 Nos	Committee approved rate	Delonix decaryi (gulmohar white)		Sixteen (16) feet above from the top of the container required	Approx. width of the plant canopy Three (3) feet	Approx. Girth of the plant Two (2) feet	1900/-	950000/-
12	50 Nos	Committee approved rate	Heteropanax fragrans		Nine (9) feet above from the top of the container required	Approx. width of the plant canopy Four (4) feet	Approx. Girth of the plant Two (2) feet	18500/-	925000/-

13	200 Nos	Committee approved rate	Ficus 3 tier	Multi balls	Six (6) feet above from the top of the container required	Approx. width of the plant canopy Three (3) feet	Approx. Girth of the plant Two (2) feet	4250/-	850000/-
14	700 Nos	Committee approved rate	Cage ficus	Braided	Four (4) feet above from the top of the container required	Approx. width of the plant canopy Three (3) feet	Approx. Girth of the plant Two (2) feet	18500/-	12950000/-
15	100 Nos	Committee approved rate	Jungle Shape bougainvillea		Six (6) feet above from the top of the container required	Approx. width of the plant canopy Six (6) feet	Approx. Girth of the plant Two (2) feet	16500/-	1650000/-
16	50 Nos	Committee approved rate	Ficus knitted	Braided	Six (6) feet above from the top of the container required	Approx. width of the plant canopy Three (3) feet	Approx. Girth of the plant Two (2) feet	28500/-	1425000/-
17	1 No	Committee approved rate	Ficus multi stem, multi topiary	Multi ball, Multi stem	Twenty (20) feet above from the top of the container required	Approx. width of the plant canopy Ten (10) feet	Approx. Girth of the plant Twelve (12) feet	980000/-	980000/-
18	600 Nos	Committee approved rate	Ficus braided	Braided	Six (6) feet above from the top of the container required	Approx. width of the plant canopy Two (2) feet	Approx. Girth of the plant One (1) feet	7500/-	4500000/-
19	100 Nos	Committee approved rate	Brachychiton rupestris		Fourteen (14) feet above from the top of the container required	Approx. width of the plant canopy Six (6) feet	Approx. Girth of the plant Two (2) feet	34000/-	3400000/-
(Rupees Five Crores Ten Lakhs Thirty Five Thousand Only)									51035000/-

Technical Specifications and conditions under BOQ

- a) The selected Bidder shall supply Unique Plants strictly as per the specifications mentioned in the tender *(as specified in the bill of quantities)*.
- b) The Unique Plants holding poly bags, poly sheets / woven sacks should have proper ball of earth containing plant pot soil mixture.**
- c) The observation period is Three Months from the date of supply of the Unique Plants at the location specified at the capital city area of Amaravati, during which period the supplier should safe guard and maintain the Plants supplied by him at his/their own cost, till they are safely handed over to ADCL.**
- d) The Unique Plants supplied should be of robust, healthy and free from pests and diseases and shall have good foliage even after Three months period of the supply of the plants, basing on which payments would be made to the contractor.
- e) The supplied Unique Plants which are not confirming to the specifications shall be rejected out rightly and the bidder shall have no right to claim what-so-ever on such supplies.
- f) The decision of determining the quality of Unique Plants supplied lies with ADCL and shall be binding on the supplier.
- g) Height of the Unique Plants shall be measured from the top of the poly bag/ poly sheet to the tip of the Plant.
- h) The Unique Plants to be supplied shall not show any withering / wilting symptoms at any time of delivery.
- i) Loading and unloading of Unique Plants is the responsibility of the bidder and may employ skilled persons without spoiling the Unique Plants / ball of earth.
- j) Transit losses will have to be borne by the bidder.**
- k) Before issue of **Letter of Acceptance (LOA)** the nursery of the successful bidder wherein the required Value added Plants/ Unique Trees plants are available would be inspected and verified by the ADCL authorities. If the required measurements and the requisites as mentioned in this tender document are not available with the plants, the bidder would be disqualified and Black listed.
- l) The successful bidder has to deliver the Value added Plants/ Unique Trees plants with in the Capital city area of Amaravati, at the location indicated at the time by the concerned ADCL authorities.**
- m) Latest colour photographs pertaining to required Value added Plants/ Unique Trees plants should exists in supplier own nursery only. He/ She has to upload the minimum Four (4) colour photographs, where clear picture on Height of the Unique Plants, mid width of the crown, condition of the bag etc., should clearly visible preferably in shape of Booklet.

Amaravati Development Corporation Limited, Vijayawada

(SCHEDULE – “A”)

Name of the work: Procurement of 3970 Nos of Value added Plants/ Unique Trees for planting at different locations in Amaravati Capital City area during 2019.

ECV: Rs.5, 10, 35,000/-

I/Sri/We/M/s. _____ do hereby express my/our willingness to supply / execute the aforesaid Unique Plants/work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender schedules at an overall tender percentage.

Excess (+) in figures _____% in words _____% over the estimate value of contract.

Less (-) in figures _____% in words _____% than the estimate value of contract.

NOTE: The contractor shall quote his/her overall tender percentage both in figures and words up to a maximum of two decimals. In case of any discrepancy between the percentage quoted in figures and words, the percentage quoted in words shall prevail.