

**AMARAVATI DEVELOPMENT COPORATION
VIJAYAWADA**

REQUEST FOR PROPOSAL

for

**Refurbishment of Scrap Park-Construction, Supply, Installation and
Commissioning of Waterfall type Water fountain at Scrap Sculpture Park
Opp. Police Control Room, Vijayawada with 5 years of Operation &
Maintenance.**

Inviting Authority:

**The Chairperson and
Managing Director, ADCL, Anand
Heights, near Prabhas College,
Kedareswarapet, Vijayawada-3,
Krishna Dist. Andhra Pradesh (India).**

AMARAVATI DEVELOPMENT CORPORATION (ADC)

NOTIFICATION FOR REQUEST FOR PROPOSAL FOR REFURBISHMENT OF SCRAP PARK- CONSTRUCTION, SUPPLY, INSTALLATION AND COMMISSIONING OF WATERFALL TYPE WATER FOUNTAIN AT SCRAP SCULPTURE PARK OPP. POLICE CONTROL ROOM, VIJAYAWDA

T.No. 36/CE/ADCL/Engg/2017

Dt.19.12.2017

ADC proposes for “Refurbishment of Scrap Park - Construction, Supply, Installation and Commissioning of Waterfall type Water fountain at Scrap Sculpture Park Opp. Police Control Room”. Therefore, the Chairperson and Managing Director, ADCL, Vijayawada invites tenders for selection of implementing Agency for “Refurbishment of Scrap park- Construction, Supply, Installation and commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance” from reputed Firms/Agencies. The detailed RFP including EMD, TOR, Eligibility criteria etc., can be downloaded from website <http://www.ccdmc.co.in/tenders> from 21-12-2017 from 4.00 PM onwards. The last date for submission of bids is December 2017 up to 3.00 PM at the O/o The CMD, ADCL, Vijayawada. The DDs shall be enclosed with the tender schedules.

- Download of Tender Schedules ... 21-12-2017, 4.00 PM to 28-12-2017 11.00 A.M
- Receipt of Bids ... 28 -12-2017 up to 3.00 P.M
- Opening of Bids ... 28 -12-2017 at 4.00 P.M

The Chairperson and Managing Director, ADCL, Vijayawada reserves the rights to reject or cancel any or all the bids without assigning any reason thereof.

For any further clarifications contact: Sri. M.V.Suryanarayana, Superintending Engineer, A.D.C Limited, Vijayawada, Mobile Number: 7095599774. Email: narasimhamurthyb.adc@ap.gov.in
Web:www.ccdmc.co.in

Sd/-xxxxxxxx
**Chief Engineer, ADCL,
Vijayawada.**

Key Dates

Sl. No.	Activity	Date	Time
1	Bid Calling Date	21-12-2017	4.00 PM
2	Last date for Physical submission of Bids at O/o CMD, ADCL, Vijayawada	28-12-2017	Up to 03.00 PM
3	Bid Opening date	28-12-2017	4.00 PM
4	Date of opening of Financial bids	Will be informed later	

DISCLAIMER

The information contained in this RFP document or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form, by or on behalf of the Chairperson and Managing Director, ADCL, Vijayawada or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Bidders. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all bidders, and it is not possible for the Chairperson and Managing Director, ADCL, Vijayawada, and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. Chairperson and Managing Director, ADCL, Vijayawada, and its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP to the Bidder(s) is on wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Chairperson and Managing Director, ADCL, Vijayawada accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Chairperson and Managing Director, ADCL, Vijayawada, and its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

The Chairperson and Managing Director, ADCL, Vijayawada also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.

The Chairperson and Managing Director, ADCL, Vijayawada may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission with reasonable time to bidders to submit modifications, if any.

The issue of this RFP document does not imply that the Chairperson and Managing Director, ADCL, Vijayawada is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Chairperson and Managing Director, ADCL, Vijayawada reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Chairperson and Managing Director, ADCL, Vijayawada or any other costs incurred about or relating to its Bid. All such costs and expenses will remain with the Bidder and the Chairperson and Managing Director, ADCL, Vijayawada shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION I – INTRODUCTION

1. **Brief Introduction.**

- 1.1. Government of Andhra Pradesh is making fast strides towards overall growth, smart cities and sustainable development provides the instrument for attaining these goals.
- 1.2. Vijayawada is the 2nd largest City after the state after bifurcation of Andhra Pradesh with 10 Million + population extended in 61.88 Sq.Kms. It has become part of the Capital region. In order to develop the city in beautification, Greenery aspect and the Scrap park which is in the juncture of Bus Stand and Railway Station and is a major entrance to the City. The department aims to give esthetic appearance at the entrance of the City where tourists will be attracted and entertained. The Chairperson and Managing Director, ADCL, Vijayawada intends to Refurbish the Scrap Park with Water Fall type Water Fountain.

SECTION II - INSTRUCTION TO BIDDERS

1. GENERAL INFORMATION

The works described in the bid document is a single responsibility turnkey job of Refurbishment of Scrap park- Construction, Supply, Installation and Commissioning of Waterfall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance.

Bidders are requested to submit unconditional bids only. Conditional bids are liable to be rejected summarily.

All Communications about this bid must be made:

To

The Chairperson and Managing Director,
Amaravati Development
Corporation, Anand heights, Near
Prabhas College, Kedareswarapet,
Vijayawada,
Krishna District, 520003. Andhra Pradesh (India)

2. DURATION OF CONTRACT

Duration for the work "Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance" is 3 months for capital work from the date of issue of work order and 5 years for O& M including 2 years Defect liability Period from the date of commissioning.

3. ELIGIBILITY CRITERIA

3.1. Eligible Bidders

A Bidder may be a firm that is a private entity, a state-owned enterprise or institution.

The bidder should be a Company registered in India under the Indian Companies Act 1956 / 2013 or a partnership firm registered under the India Partnership Act 1932 with their registered office in India. The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory.

The Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder has a close business or family relationship with a professional staff of the Employer (or of the project management consulting agency) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract. And any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Engineer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-in-Charge shall in addition to any criminal liability, which

it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Engineer-in-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

The bidder shall not have been blacklisted by any of the central/ state government/ Semi-government/ PSUs of central/ state governments.

3.2. Financial Eligibility

3.2.1. Financial eligibility (General)

The bidder should have an average of three years annual turnover of Rs. 2.00 Crores in below mentioned three financial years.

Attested copies of the bidders I.T. Returns, audited annual reports/ financial statement for each of the three-financial year's i.e, 2014-15, 2015-16 and 2016-17 must be attached along with a certificate from a practicing Chartered Accountant on his letterhead confirming annual turnover during these years.

3.2.2. Financial eligibility (specific to the bid)

The bidder should have implemented similar nature of work to an aggregate of more than 1.00 Cr. in any one year in the last 5 years.

3.3. Technical Eligibility

3.3.1. Deleted

3.3.2. The bidder who will score 70 marks out of 100 marks in the technical weightage by Technical evaluation committee will be considered as technically qualified and becomes eligible for financial bid opening.

4. BID DOCUMENT FEES & EARNEST MONEY DEPOSIT

4.1. The bids are invited for the **Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance.**

4.2. The Bid document fees is Rs. 5,000/- +18% GST (i.e Rs.5900/-), in the form of a Demand Draft in favour of the Chairperson and Managing Director, ADCL, Vijayawada (Non-Refundable).

4.3. The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) will have to be furnished separately by way of Demand Draft in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of the Chairperson and Managing Director, ADCL, Vijayawada and same shall be submitted along with the Bid physically as specified in RFP (section Key dates) of this bid. The successful bidder has to pay the Earnest Money Deposit (EMD) @2.5% of the quoted amount duly considering the amount paid at the time of Tender will have to be furnished separately by way of Demand Draft or Bank Guarantee in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of the Chairperson and Managing Director, ADCL, Vijayawada and same shall be submitted before entering in to agreement.

4.4. The Earnest Money Deposit of un-successful bidders shall be returned/ refunded within 21 working days of award of Contract. The cost of RFP of Rs. 5,900/- (including 18% GST) is non-refundable. In case of successful bidder, the EMD i.e 2.5 % paid while entering in to agreement will be refunded only after successful completion of the

Defect Liability period.

- 4.5. The Bidders must submit all the requisite details mentioned in the RFP Document. All the required documents along with bid document fee, the EMD, demand draft must be submitted at the O/O The Chairperson and Managing Director, ADCL, Vijayawada.
- 4.6. The EMD will be forfeited at the discretion of CMD, ADCL, Vijayawada in one or more of the following reasons:
 - 4.6.1. The Bidder withdraws the Bid during the period of Bid validity.
 - 4.6.2. Bidder does not respond to the requests for clarification of Bid.
 - 4.6.3. Bidder fails to co-operate in the Bid evaluation process
 - 4.6.4. Bidder is found to be engaged in corrupt/fraudulent practices.
 - 4.6.5. In case of a successful Bidder, the said bidder fails in the event of
 - 4.6.5.1. To furnish Performance Bank Guarantee or
 - 4.6.5.2. To sign the agreement in time
 - 4.6.5.3. Failure to execute the contract as per terms and conditions stipulated in the RFP documents.
 - 4.6.6. The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD.
 - 4.6.7. If the bid is not in conformity with the instructions mentioned in the RFP document.
 - 4.6.8. If the bidder violates any provision of the terms and conditions of the RFP document.
 - 4.6.9. Refusal by the bidder to accept an arithmetical error or otherwise appearing on the face of tender.

5. SITE VISIT BEFORE BIDDING

Bidder to inform itself fully- The bidder must conduct survey of the existing site and make independent evaluation of the scope of work. CMD, ADCL, Vijayawada will not be responsible for any misunderstanding/ misinterpretation of the scope of work. Bidders are free to visit the said sites to understand the location/ technicalities for implementation of above project.

The bidder shall be deemed to have satisfied himself of all conditions and circumstances affecting the bid price, as to the general circumstances at the site of the work, as to the general manpower availability at the site, water, electricity, as to the transport conditions, as to the climatic and meteorological conditions and to have fixed his prices according to his own view of these.

No claims except as otherwise expressly provided will afterwards be accepted due to non-inspection of the site.

6. OMISSIONS ERRORS, CLARIFICATION, AND PRE-BID QUERIES

- 6.1 Bidder shall carefully examine the scope of work and specifications and fully inform themselves as to the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find discrepancies or omissions in the documents or should he be in doubt as to their meaning it should notify the Organisation / CMD, ADCL, Vijayawada in writing not later than given in key dates.
- 6.2 The Organisation / CMD, ADCL, Vijayawada will respond to any request which is sent by email. Any resulting interpretation or modification of the bid documents CMD, ADCL, Vijayawada shall consolidate all and clarify the same through the email / publish on the website www.ccdmc.co.in/tenders

6.3 The Bidder shall acknowledge in writing the receipt of each addendum and the same should be submitted during tender physical copy submission.

6.4 The CMD, ADCL, Vijayawada reserves the right to allot/cancel the tenders invited for Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance as it may consider/deem fit and proper and to reject the tenders/ applications without assigning any reasons at any stage.

7. AMENDMENT OF RFP DOCUMENTS

7.1 At any time before the scheduled submission of bid, CMD, ADCL, Vijayawada may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by amendment/addendum.

7.2 The amendment/response to clarification(s), if any, will be uploaded on the website: www.ccdmc.co.in/tenders or which will be binding on them. CMD, ADCL, Vijayawada may, at its discretion, extend the date for submission and/or opening of the bid.

7.3 To allow all prospective bidders, CMD, ADCL, Vijayawada may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

8. ALTERNATIVE PROPOSAL

No Alternative proposal will be considered with respect to specifications, technical requirements etc.

9. BID VALIDITY PERIOD

Bid shall remain valid for the period of 90 days from the date of submission of the Bid.

On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

10. SUBMISSION OF BID

10.1 RFP Document can be downloaded from the portal i.e. www.ccdmc.co.in/tenders

10.2 Submission of bids shall be deemed to have being done after careful study and examination of the RFP document with full understanding of its implications.

10.3 The Bids needs to be submitted through offline only in two covers –Cover-A Technical Bid, Cover-B- Financial Bid.

10.4 The bidder must be an authorized representative of the product offered.

10.5 The Bidders must submit their bid through offline only at O/o The Chairperson and Managing Director, ADCL, Vijayawada or in three parts which will include Key Features including bidder's profile, Technical Bid as per the Performa given in Annexure-III and Financial Bid as per Performa given in Annexure-IV.

10.6 Bidder shall submit their offer up to the end date and time for submission of the bid, after stamping and signing the same. Offers which are not signed and stamped will not be accepted. Further physical bids are to be submitted as per the Time schedule given in the RFP (section Key dates) of this bid.

10.7 The CMD, ADCL, Vijayawada reserves the right to extend the Contract at its sole discretion and requirement.

10.8 Bids will be opened offline as per time schedule mentioned in RFP.

10.9 The Bidder shall bear all costs associated with the preparation and submission of its bid,

and for the purposes of clarification of the bid, including site inspection, if so desired by the Authority.

11. SUB-LETTING OF CONTRACT

In no case the successful bidder shall be allowed to sublet this project on back to back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and Performance bank guarantee shall be invoked.

12. ACCEPTANCE AND WITHDRAWAL

12.1 The final acceptance of the tender would entirely vest with CMD, ADCL, Vijayawada, which reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of CMD, ADCL, Vijayawada to communicate in any way with rejected bidders. After acceptance of the tender by CMD, ADCL, Vijayawada, the bidder shall have no right to withdraw his tender or claim higher price.

12.2 Tender with incomplete information is liable for rejection.

12.3 Any dispute/difference arising out or relating to this agreement including the interpretation of the terms and conditions will be resolved through mutual discussions.

13. COMPLIANCE WITH LAWS

Each party shall comply with all applicable central, state and local laws, regulations and ordinances including, but not limited to, the regulations of the India and in case of the SUCCESSFUL BIDDER defaulting in performing any of the above conditions he/she will be debarred for bidding of any tender/NIT/ RFP of CMD, ADCL, Vijayawada and will be blacklisted for a period of three years.

14. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

15. AFFIDAVIT

The bidder shall furnish an affidavit to the effect that the correct information has been furnished in the tender and the bidder shall be solely responsible for furnishing wrong/false information in the bid.

16. BID OPENING

16.1 An Official authorized by CMD, ADCL, Vijayawada will perform the bid opening, which is a critical event in the bidding process.

16.2 The bid opening shall be opened by the authorized official in the presence of those bidders or their authorized representatives who may be present at the time of the opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

16.3 The CMD, ADCL, Vijayawada shall conduct the bid opening at the address, date and time specified in the RFP (section Key dates) of this bid

16.4 All the bids received up to the specified time and date shall be opened at the specified

place, date and time in the presence of bidders or their authorized representatives who may choose to be present.

16.5 All the documents shall be downloaded from www.ccdmc.co.in regarding any amendments / addendums shall be downloaded from www.ccdmc.co.in

16.6 There will be two bid-opening events

Cover-A

16.6.1 Pre-Qualifications Criteria

16.6.2 Technical Qualification Criteria

Cover-B

16.6.3 Financial Qualification Criteria

16.7 All the bids, except the financial bids, shall be opened one at a time, and the name of the bidder and other details as the authorized official may consider appropriate will be read out. No Bid shall be rejected at the time of opening of Technical Bids except the late bids, alternative bids and Bids not accompanied with the proof of payment.

16.8 The CMD, ADCL, Vijayawada representative shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of the Technical Evaluation Committee with date and time of opening of the Bids.

17. DUE DATE FOR SUBMISSION OF BIDS

17.1 Due date for submission of the bids will be as per the RFP document- Key Dates section.

17.2 CMD, ADCL, Vijayawada may, at its discretion, extend this due date for submission of bids by amending the Bid Documents in which case all rights and obligations of CMD, ADCL, Vijayawada and Bidders previously subject to the due date will thereafter be subject to as extended.

17.3 In the event of the specified date for the submission of Bids being declared a holiday for CMD, ADCL, Vijayawada, the Bids will be received up to the appointed time on the next working day.

18. LATE BIDS

Any Bid received by CMD, ADCL, Vijayawada after the due date for submission of bids prescribed by CMD, ADCL, Vijayawada pursuant to clause 19, will be summarily rejected.

19. EVALUATION OF TENDERS: Selection Process for bidder

19.1 Preliminary Examination of Bids

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted

- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP with lesser validity period.

20. Clarification on Bids

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

21. Evaluation Process

Successful bidder will be selected through a rigorous selection process and the bidder who is selected will be awarded with the work.

Authorities have constituted a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the TENDER and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows-

21.1 Stage 1: Pre-Qualification

Authority shall validate the following documents as per RFP. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

21.1.1 Demand Draft in respect of bid document fee towards the cost of RFP from a Nationalized/ Scheduled Bank drawn in favour of The Chairperson and Managing Director, ADCL, Vijayawada and Demand draft in favour of CTO, Vijayawada.

21.1.2 Demand Draft in respect of Earnest Money Deposit (EMD) from any nationalized/Scheduled Bank drawn in favour of the Chairperson and Managing Director, ADCL, Vijayawada.

21.1.3 Earnest Money Deposit (EMD) and bid document fee should be submitted physically.

21.1.4 Permanent Account No (PAN) of the Bidder/ Firm/ Company.

21.1.5 Self-attested copy of sales/ service tax registration and sales/ service tax return filed in last three years.

21.1.6 Self-attested copy of certificate that the up-to date Income Tax Returns filed.

21.1.7 Self-attested documentary evidence of Registered Office of the Company / Firm.

21.1.8 Self-attested copy of bank statement indicating name of the Bank and

Account No. of the Bidder Firm/ Company.

- 21.1.9 Successful completion certificate from the agency certified by the competent authority of the similar work done by the bidder has to be submitted along-with the RFP documents.
- 21.1.10 The bidder will submit an undertaking that after the award of the work to them, they will provide contact phone number of support personnel.
- 21.1.11 The turnover/ Financial status of the bidder shall be ascertained from the following documents which the bidder is required to Submit along with the RFP document for the preceding three Fiscal years FY 2014-15, 2015-16 and 2016-17 duly certified by a Chartered Accountant
- Audited Financial Statement of the Firm/Company
- 21.1.12 An undertaking shall be submitted with the technical bid documents by the intending bidder that their firm/company has not been blacklisted by any Govt/ Semi Govt. organization/ PSU'S of the central/ state government duly counter signed by Notary.
- 21.1.13 The Bidder should submit Bank Solvency Certificate for a minimum amount of Rs.50.00 Lakhs. This Bank solvency certificate may be got verified from the Bank concerned.
- 21.1.14 Technical bids (ANNEXURE-III) along with the compliance sheet of technical specifications as mentioned in Annexure II(A) and with necessary documents should be filled in all respects and each paper should be signed by the authorized representative, should be submitted
- 21.1.15 The bidder must submit a Bid letter as per format given in Annexure-III (A).
- 21.1.16 The bidder must submit the Financial Information Summary of the Company/Agency/Organization as per format given in Annexure-III (B).
- 21.1.17 The bidder must submit the details of works of similar nature in the last 5 years as per format given in Annexure-III (C).
- 21.1.18 Deleted.
- 21.1.19 A list of OEM/Brand wise details of deliverables of Hardware supplied by the vendor to be should be submitted along-with the Technical bid as per format given in Annexure-III (E).
- 21.1.20 The bidder must submit a Commitment letter for the support as per format given in Annexure-III (F).
- 21.1.21 The bidders should give an undertaking regarding acceptance of the implementation schedule and payment terms as mentioned in Annexure-III (G). Any deviation in the implementation schedule shall make the tender liable for rejection.
- 21.1.22 The bidders should submit copy of valid Certificate of Registration attested by Company Secretary/ Authorized Signatory
- 21.1.23 The bidders should give clause-by-clause compliance for the technical specification of the work as in the RFP in their technical bids. Also, give unconditional compliance of all the terms & conditions as mentioned in the RFP document.
- 21.1.24 Checklist of documents to be submitted in the Cover-A as per format given in Annexure-III (H).
- 21.1.25 The bidder must submit financial bid format given in Annexure-IV.
- 21.1.26 The bidder must submit Service Level Agreement as per format given in Annexure-V.
- 21.1.27 The bidders shall have to furnish an affidavit as under:

“I/We undertake and confirm that eligible similar work have not gotten executed through another contract on back to back basis. Further that, if such a violation comes to the notice of the CMD, ADCL, Vijayawada, then, I shall be debarred for bidding in future, forever. Also, if such a violation comes to a notice to the CMD, ADCL, Vijayawada before date of start of work, the CMD, ADCL, Vijayawada shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Bank Guarantee.”

21.1.28 Signed copy of RFP Document is to be submitted along with the tender.

At the end of Stage-I, Pre-Qualification evaluation it will be decided if the bid submitted is a responsive bid or otherwise all bids which have not qualified in Stage-I will be summarily rejected.

21.2 Stage 2 – Technical Evaluation

Method of Selection: Quality cum Cost Based Selection (QCBS)

Technical Evaluation Committee will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Committee’s discretion. The bidders’ technical qualification proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in RFP.

21.2.1 For technical evaluation of bidder, 100 marks are assigned to each bidder as detailed below in the table. The bidder who will score 70 marks out of 100 marks in the technical evaluation will be considered as technically qualified and becomes eligible for financial bid opening.

Table of Technical Weightage of bidder’s ability

Technical Criteria Assessment Parameter	Marks break up	Total Marks
1. The bidder should have done Successful Completion of Similar nature of Works of min. 2 with GoAP/ULB’s/PSU’s/MNC’s/Reputed firms along with the experience certificates issued by the Concerned Competent authority in last 5 financial years.	2 works - 24.5 marks 3 works -30marks 4 and above works -35 marks	35
2. The bidder should have minimum value of satisfactorily completed similar works, as a Prime Contractor (in any one year) in last 5 financial years – Rs.1.00Cr	=Rs.1.00Cr. – 24.5 marks >Rs.1.00 Cr & ≤Rs.2.00 Cr.- - 30marks >Rs.2.00 Cr. -35 marks	35
3. The bidder should have an average of three years annual turnover of Rs.2.00 Crores in last three financial years.	=Rs.2.00cr. -21 marks >Rs.2.00 Cr. to ≤Rs.4.00Cr. - 25 marks >Rs.4.00 Cr. - 30 marks	30
Total		100

21.3 Stage 3 – Financial Evaluation

All the technically qualified bidders will be notified to participate in Financial Bid opening process. The Financial bids for the technically qualified bidders shall be opened in the presence of the bidders. Financial bids that are not as per the format provided in (Annexure-IV) shall be liable for rejection.

21.3.1 Arithmetical error shall be rectified on the following basis:

- If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- In case of discrepancy between words and figures, the amount in words shall prevail.

21.3.2 A bid determined as substantially non-responsive shall be rejected by the CMD, ADCL, Vijayawada.

21.3.3 The CMD, ADCL, Vijayawada may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

21.3.4 The CMD, ADCL, Vijayawada shall evaluate in detail and compare the bids which are substantially responsive.

21.3.5 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

21.3.6 Total Price shall be calculated based on the format provided in (Annexure IV). The Evaluation Committee shall consider the evaluated financial offer and/or total proposal cost and the score on price quote will be calculated in the following manner.

The weight age given to technical proposal is 80%. The weight age given to financial proposal will be 20%.

The formula for determining the financial scores is the following:

[$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price, and F the price of the proposal under consideration]

The total points obtained by the firm will be determined by the formula:

Total points = Technical score (Points) X 0.80 + Financial score (S_f) X 0.20

The percentage marks allocated to the lowest evaluated financial proposal will be 100 and to the other bids will be as calculated as above.

21.3.1 Bid Security amount shall be returned for those who do not qualify the financial evaluation stage within 21 working days of award of Contract.

SECTION III - SCOPE OF WORK

1. Scope

Description	Scope	Details
a. Water fall type Water Fountain	Construction, Installation and Commissioning of Water fall type water fountain of 22m length and 2m ht with related Civil, Mechanical and Electrical works etc Complete with 5 years O&M opp. Police control room, Vijayawada.	<p>1) Structure should be made of CRS including beautifully carved out from Course stone rubble of uniform size as per local availability with water proofing and Cobal stone pitching of pool floor and Coping with granite stone either splayed or wedge coping slopes in a single direction shall be weathered to throw of the water as directed by the departmental authorities.</p> <p>2) Pleasant lighting spectrum should be achieved through LED 10Watt IP 65 of Philips/Havells/ Bajaj or Equivalent having SS alloy enclosure as per spec IP 65 in RGB with power driver unit and colour sequencing. The brilliant LED lights in rain proof enclosure protected by metal sheid with fibre glass cover with nuts, bolts and studs of AISI 304 stainless steel, adjustable mounting brackets</p> <p>3) The offered system should be operated by Kirloskar/ABB/Siemens make of 2 No.s of Centrifugal Pump sets of 5KW/7.5 HP suitable for under water operation with suitable electrical connections. The pump sets are equipped with SS strainer/filter to prevent foreign entry.</p> <p>4) Special Multi functioning Nozzles required for giving waterfall effect made out of brass/stainless steel complete as per the capacity of pump sets.</p> <p>5) Made out of standard grade UPVC pipes and fittings along with control valves with machine made flanges and other accessories.</p> <p>6) Control Kiosk comprising of sheet metal enclosure with hinged front door, back wall mounting type consisting of main incoming switch, over load relays, contractors unit, Single Phasing Preventer, Start/Stop push button switch, indicating lamps, A meter, V Meter, with 12 V DC power supply.</p> <p>7) PVC Submersible cable 3x2.5 sq.mm, PVC copper cable 4 x 1.5 sq.mm as per the requirement</p>

2. IMPLEMENTATION SCHEDULE

The successful bidder should adhere to the following implementation schedule.

Sl. No.	Description	Timelines
1.	Signing of Contract	Within 15 days of the issuance of letter of work award.
2.	Construction of Base Civil Works	30 days from the date of signing of contract.
3.	Elevation Works	60 days from the date of signing of contract.
4.	Supply, Erection and Commissioning	90 days from the date of signing of contract.
5.	Operation & Maintenance	5 years from the date of completion of work.

SECTION – IV – GENERAL CONDITIONS

1. Definitions

In this Contract, the following terms shall be interpreted as indicated below:

- 1.1. "Agreement" shall mean this agreement executed between CMD, ADC or authorized representative of CMD and the SUCCESSFUL BIDDER and shall, unless repugnant to the context include all schedules, exhibits, annexes, addendums and alterations hereof.
- 1.2. "Authority/ Official Authority/ Authorized Official" shall mean an official authorized / appointed by the CMD, ADCL, Vijayawada during the implementation of the Work.
- 1.3. "Authorized Representative / Authorized signatory" shall mean any person duly and formally authorized by the bidder.
- 1.4. "Bidder" means a corporate firm/organization/company incorporated in India eligible to bid in the stages of pre-qualification, Bidding process and shall include the successful bidder during the currency of the Contract.
- 1.5. "Contract" is used synonymously with Agreement. A contract entered between the procuring entity and a successful bidder concerning the subject matter of procurement.
- 1.6. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the process of Contract execution.
- 1.7. "Fraudulent Practice" means a misrepresentation of facts to influence bidding process or the execution of a Contract and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive of the benefits of free and open competition.
- 1.8. "Implementation Period" shall mean the period from the date of signing of the Agreement.
- 1.9. "Law" shall mean any Act, notification, byelaws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government/ State Government and/ or CMD,ADCL,Vijayawada or ULB
- 1.10. "LOA" means issuing of Letter of Award, which shall constitute the intention of the Bidder to place the work order with the successful bidder.
- 1.11. "Last three fiscal years" means 2014-15, 2015-16 and 2016-17.
- 1.12. "OEM" means Original equipment manufacturer (OEM) (A company that makes a part or subsystem that is used in another company's product.)
- 1.15 "Party" means the CMD, ADCL, Vijayawada or Bidder, individually and "Parties" mean CMD, ADCL, Vijayawada and the bidder collectively.
- 1.13. "Similar Work" means Construction, Supply, Installation & Commissioning of Water fountain in any of the last five years.
- 1.14. "Service" means provision of Contracted service viz., Construction, Supply, Installation, Commission and Operation & Maintenance for Water Fall type Water fountain opp. Police Control room, Vijaywada with 5 years O&M.

- 1.15. "Site" shall mean Scrap Sculpture park opp. to Police Control Room, Vijayawada as mentioned, for which the contract has been issued and where the services shall be provided as per the agreement.
- 1.16. "Bidder" means the participant who is applying this contract.
- 1.17. "Work" – means "Refurbishment of Scrap Park - Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance"
- 1.18. Deleted
- 1.19. Deleted
- 1.20. Deleted
- 1.21. Deleted
- 1.22. Deleted
- 1.23. Deleted

2. Contract Document

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read. The Bidder is expected to read all instructions forms, terms, and specifications in the bidding documents.

3. NOTICES/ Communication

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, by personal delivery, airmail post, special courier, facsimile, or electronic mail. Such communication shall be sent at the last recorded address of the Party concerned.

4. GOVERNING LAW

This Agreement/contract shall be governed by and construed in accordance with the laws of India. Subject to the dispute resolution provisions as above, the courts of law located in Andhra Pradesh shall have the exclusive jurisdiction to any matter arising out of or in relation to this Agreement.

5. THE BIDDER SHALL BEAR ALL THE COSTS

All costs associated with the preparation and submission of its bid, and the CMD, ADCL, Vijayawada in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process. The rate quoted will have the validity of 63 months from the date of signing of the contract and no escalation to the rates quoted shall be permitted.

6. PROFESSIONAL EXCELLENCE AND ETHICS

Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

7. CURRENCY OF FINANCIAL PROPOSAL

The currency of financial proposal shall be made in Indian Rupees only.

8. CONTRACT AGREEMENT

After approval of the bid from competent authority as per the evaluation criteria listed in ITB, Letter of Award will be issued to the successful Bidder.

- 8.1. The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on Rs.100/- non-judicial stamp paper in the format enclosed, within fifteen days from the date of issuance of Letter on Award to the successful bidder.
- 8.2. The successful bidder shall complete all the formalities including depositing performance guarantee equivalent to 7.5 % of cost quoted by the bidder within 15 days. Thereafter, the Letter of Work award will be issued and the date of commencement shall be reckoned from date of handing over of Letter of Work award.
- 8.3. The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.
- 8.4. The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the CMD, ADCL, Vijayawada and forfeiture of security deposit and further action will be initiated as per rules in force.
- 8.5. In case, the successful bidder fails to respond to the Letter of Acceptance as well as fails to complete all the formalities for getting the project within 15 working days of the issue of Letter of Acceptance, the offer may be withdrawn and in such case the earnest money shall stand forfeited.

9. SUCCESSOR BODY

In case, there is a change in the constitution of the implementing agency, its successor body shall be bound by the agreement during its tenure.

10. LIABILITY OF TAXES:

The successful bidder shall be fully liable to pay for all/any of the charges/fee/GST/taxes/cess levied by any statutory/government authority from time to time and that failure/inability to do so would ipso facto terminate this agreement with the forfeiture of Security deposit and CMD, ADCL, Vijayawada shall not entertain any claim (s) in this regard.

11. IMPORTANT INSTRUCTIONS REGARDING SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

- 11.1. The successful bidder shall have to furnish Bank Guarantee equivalent to 7.5% of the tendered value (i.e Excluding O&M cost on quoted value) in favour of Chairperson and Managing Director, Vijayawada as Performance Guarantee which will be as per the format provided at Annexure-VII. The Bank Guarantee as performance guarantee must be submitted after completing all the formalities within 15 working days of issue of letter of Acceptance.(The BG can be given for 10% of quoted value i.e 2.5% EMD and 7.5% Performance Guarantee and the 50,000- DD paid at the time of Bidding will be discharged)
- 11.2. The bidder must submit bank guarantee bond on issue of letter of Acceptance on Non-Judicial stamp paper of 100/-. This shall be released after successful completion of the term of the Contract Period.
- 11.3. 5% Performance Bank Guarantee shall be released after successful completion of three months trial run period and the remaining 2.5 % after 2 years of defect liability period. The Performance Guarantee shall contain a claim period of three months from the last date of validity.
- 11.4. The Bank Guarantee will be released to the bidding firm upon issue of

Certificate of Satisfaction by the CMD, ADCL, Vijayawada.

- 11.5. The Bank Guarantee shall be invoked by CMD, ADCL, Vijayawada in case of deficiency in services provided by the companies.
- 11.6. For Operation & maintenance, the successful bidder must submit the performance bank guarantee of the equivalent amount of the Operation & maintenance cost valid for the duration of Operation & maintenance period of five years at the commencement of maintenance. After end of the contract, the claim period of PBG will be three months.

12. FINANCIAL BID:

- 12.1. The Bidders need to submit their financial bid in the specified format given in ANNEXURE-IV to be submitted through offline only at O/o The Chairperson and Managing Director, ADCL, Vijayawada only.
- 12.2. An Agreement for Refurbishment of Scrap Park- Construction, Supply, Installation, and Commissioning of Water fall type Water fountain at Scrap Sculpture Park opp. Police Control Room, Vijayawada with 5 years Operation & Maintenance as per the draft at ANNEXURE- V & VI is to be executed by the successful bidder.
- 12.3. The Bank Guarantee format is enclosed as ANNEXURE-VII.
- 12.4. All bidders must note that the EMD and Bid Document Fee is required to be submitted physically with the CMD, ADCL, Vijayawada before the due date and time.
- 12.5. The instructions mentioned herein shall be part of the tender agreement to be signed by the successful bidder and to be annexed with the agreement copy.
- 12.6. BID VALIDITY: The bid offered shall be valid for a period of 90 Days from opening of the technical bid.
- 12.7. The Original documents of all the scanned/xerox copies of documents shall be shown whenever asked by the department.

13. DELIVERY SCHEDULE AND INSTALLATION:

Sl. No.	Description	Timelines
1.	Signing of Contract	Within 15 days of the issuance of letter of work award.
2.	Construction of base Civil Works	30 days from the date of signing of contract.
3.	Elevation Works	60 days from the date of signing of contract.
4.	Supply, Erection and Commissioning	90 days from the date of signing of contract.
5.	Operation & Maintenance	5 years from the date of completion of work.

14. PAYMENT – TERMS AND CONDITIONS

Bidder is required to do “Refurbishment of Scrap Park- Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park opp. Police Control Room, Vijayawada with 5 years Operation & Maintenance as per the technical specifications mentioned in the RFP document.

The total project cost comprises total work for Refurbishment of Scrap Park- Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park opp. Police Control Room, Vijayawada with 5 years Operation & Maintenance. The payment will be made as follows:

Payment terms	Cumulative payment
Construction of Base Civil Works	20% of Construction, Supply, Installation & Commissioning Work value
Elevation Works	40% of Construction, Supply, Installation & Commissioning Work value
Supply of material	70% of Construction, Supply, Installation & Commissioning Work value
Erection and Commissioning complete	100% of Construction, Supply, Installation & Commissioning Work value
Operation & Maintenance	As per the contract value of O&M (quarterly for 5 years)

Note: All the Delivery Challans & Installation Reports to be Counter signed by the Engineer-in-charge and O&M to be certified by the Engineer-in-Charge.

15. WORK COMPLETION AND LIQUIDATED DAMAGE:

- 15.1. If any part of the service in respect of the work assigned and undertaken by the successful bidder for which this contract is being entered is not rendered or delivered in time, CMD, ADCL, Vijayawada shall be entitled to levy and recover Liquidated damages/penalty @ Rs.50/- per lakh of balance work per each day for the period of delay which is shortfall for that mile stone will be levied in accordance with the approved construction programme. The maximum amount of liquidated damages for the whole of the works is (10%) ten percent of final contract price.
- 15.1 Liquidated damages will be recovered from the running account bills payable to the bidder or Bank Guarantee or from any sum that may become due to the companies out of this contractor any other contract.

16. LIABILITY

In case of a default on contractor's part or other liability, CMD, ADCL, Vijayawada shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which CMD, ADCL, Vijayawada is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contractor to claim), the companies shall be liable for not more than payments referred to in the Patents and Copyrights section below:

- 16.1.1 Liability for badly injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and
- 16.1.2 As to any other actual damage arising in any situation involving non-performance by contract or pursuant to or in any way related to the subject of this Agreement, the charge paid by CMD, ADCL, Vijayawada for the individual product or service that is the subject of the claim.

17. DISPUTES AND ARBITRATION

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitrator, as appointed by the CMD, ADCL, Vijayawada. The award of the arbitrator shall be final and binding on both the parties. All disputes and arbitrations are subject to the jurisdiction of Guntur, Andhra Pradesh.

18. FALSE INFORMATION

18.1 In the event of furnishing false/incorrect information by the bidder, the EMD in respect such bidder shall be forfeited. Further, during the performance of the contract if it is detected that the contract has been obtained by furnishing false/incorrect information in the tender, the contract is liable to be terminated & performance security & other payments due to the service provider shall be forfeited & the service provider is liable to be debarred/ blacklisted for a period up to three years.

18.2 If the successful bidders fail to sign the contract within stipulated time or after signing the contract fails to perform any contractual obligation, his security deposit mentioned above will be forfeited, and depending upon the gravity of violation/omission the service provider is liable to be debarred/ blacklisted for a period up to three years.

19. FORCE MAJEURE

19.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed because of:

19.1.1 Any war or hostility

19.1.2 Acts of public enemy, civil commotion, sabotage, explosions

19.1.3 Effects of flood, epidemics, quarantine restrictions, freight embargoes general strikes, and bandhs.

19.1.4 Acts of God

19.2 Hereinafter referred to as EVENT, neither party shall, because of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, if notice of happening, of any such EVENT is given by either party to the other within 7 (Seven) days from the date of occurrence of the EVENT.

19.3 Unless otherwise directed by the CMD, ADCL, Vijayawada or authorized representative of ADCL in writing, the companies shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.

19.4 Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

19.5 If the performance in whole or part of any obligation under this contract is prevented or delayed because of any such EVENT for a period exceeding 90 (ninety) days, CMD, ADCL, Vijayawada may at its option, terminate this contract.

19.6 In Case of termination of contract due to force majeure event CMD, ADCL, Vijayawada would not pay any amount to the bidder.

20. TERMINATION ON DEFAULT

20.1 Default is said to have occurred:

20.1.1 If the bidder fails to deliver any or all the services within the time specified in

agreement or any extension thereof granted by CMD, ADCL, Vijayawada.

20.1.2 If the bidder fails to perform any other obligation(s) under the contract.

20.1.3 If the bidder, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from CMD (or takes longer period in- spite of notice), may terminate the purchase order in whole or in part. In addition to above, CMD, ADCL, Vijayawada may at its discretion also take the following actions:

20.1.4 Forfeiture of its Performance Security Deposit and/or any due payment, imposition of liquidated damage as per rules/laws applicable, debarring/blacklisting the bidder(s).

20.1.5 CMD, ADCL, Vijayawada may get work from another bidder, upon such terms and in such manner, as it deems appropriate, and the defaulting bidder shall be liable to compensate CMD, ADCL, Vijayawada for any extra expenditure involved towards goods and services to complete the scope of work in totality and 10% of the total value of purchase order as cancellation charges through invocation of Performance Security/Bank Guarantee.

20.1.6 CMD, ADCL, Vijayawada may at any time terminate the rate of contract/purchase order by giving 30 days written notice to the firm/bidder, without any compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent.

21. TERMINATION FOR INSOLVENCY:

If the bidder becomes bankrupt or is otherwise declared insolvent, then CMD, ADCL, Vijayawada may at any time terminate the contract by giving written notice of 30 (thirty) days to the bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to the CMD, ADCL, Vijayawada.

21.1 In case of the termination of the contract, no compensation shall be due to the bidder and the entire infrastructure like instruction material, software, hardware, furniture, books and site installations etc. would become the property of the CMD, ADCL, Vijayawada.

22. CANCELLATION OF TENDER

22.1 CMD, ADCL, Vijayawada reserves the right to cancel the tender or modify the requirement without assigning any reason at any stage. CMD, ADCL, Vijayawada will not be under any obligation to give clarifications for doing the afore mentioned.

22.2 CMD, ADCL, Vijayawada in view of projects requirement may reject any bid, in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.

23. INDEMNITY

23.1 The successful bidder(s) shall indemnify the CMD, ADCL, Vijayawada / End-user departments against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied licenses and related services or any part thereof. CMD, ADCL, Vijayawada /End-user department stand indemnified from any claims that the bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders.

23.2 Also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the bidder's manpower while discharging their duty towards fulfilment of the purchase orders. The bidder shall solely responsible for any damage, loss or injury which may occur to any property or to any person by or arising out the execution of the works or temporary works or in carrying out of the contract otherwise

than due to the matters referred to in this agreement hereinbefore. The bidder would ensure for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the CMD, ADCL, Vijayawada /its customers against the effect of no observance of any such laws.

24. **WARRANTY:**

Deleted.

25. **OPERATION & MAINTENANCE UNDER CONTRACT:**

- 25.1 Operation & Maintenance services shall be provided at the specified locations of installation of the equipment.
- 25.2 Operation & Maintenance shall include related renewals and Operation & maintenance of hardware.
- 25.3 The service tickets if any shall be attended on immediate basis. The bidders are also required to quote for Operation & maintenance on a yearly basis. The bids received without quotes for Operation & maintenance would be out rightly rejected.
- 25.4 Payments for yearly Operation & maintenance after completion of work will be released quarterly upon attending all the service requirements and certified by the departmental authorities.

Section V – Special Conditions of Contract

1. CONTRACT AGREEMENT

- 1.1 The successful bidder shall not change the legal entity of the company during the contract period without the permission of CMD, ADCL, Vijayawada. The bidder will submit the declaration (on affidavit) in this regard. If this is violated at any point of time during the currency of the contract, CMD, ADCL, Vijayawada reserves the right to cancel the agreement and the entire infrastructure installed will become the property of the CMD, ADCL, Vijayawada and no payment due of any kind will be made to the bidder.
- 1.2 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of CMD, ADCL, Vijayawada. The CMD, ADCL, Vijayawada may cancel this tender or contract at any time prior to a formal written contract being executed by or on behalf of CMD, ADCL, Vijayawada.
- 1.3 CMD, ADCL, Vijayawada reserves the right to change the requirement under this tender at any stage based on the project requirements and end customers. CMD, ADCL, Vijayawada may place any short order / part order in multiples as per project requirement.
- 1.4 In the event of the successful bidder(s) or the concerned division of successful bidder(s) is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the CMD, ADCL, Vijayawada should be passed on for compliance by the new company in the negotiation for their transfer during the contract period.
- 1.5 In case, bidder(s) fails to meet any of the service conditions and/or found in breach of any condition(s) of tender or supply order, at any stage during its service liability period, the bidder forfeits any due payments and/ or Security Deposits. CMD, ADCL, Vijayawada may also debar and blacklist the bidder(s) concerned for at least three years, for further dealings with CMD, ADCL, Vijayawada and may initiate legal action as per rules/laws applicable.
- 1.6 In no case the successful bidder shall be allowed to sublet this project on back to back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect and Performance bank guarantee shall be invoked.
- 1.7 No deviations from these terms and conditions will be accepted, violation thereof will lead to rejection of the bid and forfeiture of EMD/Security Deposit.
- 1.8 If successful bidder refuses to accept the contract within 07 days from the date of issue of work order from CMD, ADCL, Vijayawada, the offer would be treated as withdrawn and bidder's EMD will be forfeited, besides debarring and blacklisting the bidder for at least three years, for further dealings with CMD, ADCL, Vijayawada. In such case, the tender process will stand cancelled.
- 1.9 In case successful bidder fails/unable to deliver the project within delivery period or further in any specified period due to applicability of Force majeure conditions; the work order /contract with L1 bidder will be terminated and for any leftover/partial work done no payment will be made by CMD, ADCL, Vijayawada. In such cases CMD, ADCL, Vijayawada may go for an open tender to execute the remaining work by matching the price of L1 bidder. An undertaking by prospective bidders must be submitted in this regard in their Technical bid
- 1.10 Bidder can be single and should have firm registration along GST Number, ESI & PF Registration
- 1.11 Bidder should have experience of at least 02 nos. successful supply and installation of water fountains of similar nature of work during last five financial years.
- 1.12 Bidder should have average annual turnover not less than 2 crs., for past 03 years.
- 1.13 Bidder should be an ISO Certified firm.

2. SURVAILLANCE AND QUALITY CONTROL

- 2.1 The bidder must provide with Quality Assurance Check list detailing quality checks that will be carried out onsite / off site for confirmation of technical specifications with-in 15 days from the award of Letter of Award and take approval from the employer.
- 2.2 The Technical Evaluation Committee and competent authority as designated by the Employer will have the right to inspect the centers of the bidder already in operation for verification purposes mentioned in the Technical Bid.
- 2.3 Services of the successful bidder will be evaluated after every three months and report will be placed before the Competent Authority/ CMD, ADCL, Vijayawada for information.
- 2.4 Deleted.
- 2.5 If any technical/operational defects are found in the equipment provided at any point of time (during the period of contract), the same will have to be rectified/ replaced free of cost by the bidder.

3. PROJECT PROGRESS REPORTING

The Resource Person shall submit monthly report to the Competent Authority/ CMD, ADCL, Vijayawada regarding the work status during the work period.

4. SAFE KEEPING AND MAINTENANCE OF EQUIPMENT

- 4.1 Safety, security, maintenance & insurance of the equipment and infrastructure at the site shall be responsibility of successful bidder during the implementation & Maintenance of the project. Thereafter, it will be the responsibility of the concerned Department.
- 4.2 The Bidder shall bear all the cost and expenses associated with onsite warranty and maintenance.
- 4.3 No equipment shall be removed from the work site by the successful bidder without the concurrence of the department in writing including for purposes of replacement of spares, etc.
- 4.4 All equipment once installed will not be taken away by the bidder in any case. ADCL has ownership rights on the entire infrastructure supplied and installed.

5. RISK MITIGATION

- 5.1 The successful bidder shall obtain Third-Party Liability Insurance for the equipment. The Insurance shall cover shall be for the entire duration of contract at the cost of the successful bidder.
- 5.2 The successful bidder shall obtain Worker's Compensation Insurance in accordance with the statutory requirements. The Insurance shall cover the entire duration of the contract period. A copy of the Insurance certificate is to be submitted to the CMD, ADCL, Vijayawada by the time of releasing the payment.
- 5.3 The Supplier shall obtain Employer's Liability Insurance in accordance with the statutory requirements for the entire duration of the contract.
- 5.4 Any claim for remission based on loss/harm to business interest on extraneous / unforeseen conditions / reasons whatsoever, shall be summarily rejected by the CMD, ADCL, Vijayawada without any kind of response to the successful bidder & the successful bidder shall not be entitled to make any claim / remission on that account, to that extent an undertaking shall be given at the time of agreement.

6. PROJECT COMPLETION

The bidder should give complete details of goods delivered to the site which should be duly

supported by documentary evidence from the Engineer –in-Charge as per Proforma given in Technical Bid.

7. Deleted.
8. The bidders must accept all technical/financial terms & conditions mentioned in the bid document. No conditional bid will be accepted. CMD, ADCL, Vijayawada however, reserves the right to reject any or all the offers. The successful Bidder will provide onsite comprehensive during the period of warranty and maintenance on receipt of any complaint of fault in the installed equipment / software provided by the bidder shall be rectified within 72 hours. Comprehensive warranty will also include cost of consumables like cables, Lamp of the Projector and any part of computer and server etc.
9. The successful bidder shall be liable and responsible for any loss of life and / or physical harm and because of negligence on the part of employees of the successful bidder during the installation and maintenance of the work.
10. Deleted.
11. The successful bidder shall not cause any damage to the department property either by himself or through his employees. The successful bidder shall repair immediately, at his own cost, the damages that may have been caused at the work site because of negligence during the execution of work. The decision of CMD, ADCL, Vijayawada will be final and binding upon the successful bidder about liability and quantum of damages to be paid by him.
12. The Successful bidder shall not cause any interference/hindrance to any activity of any government authority at the Site regarding the laying of pipe/conduit/cable etc. and it shall be the responsibility of the Successful bidder to pursue the matter regarding its repair with the concerned authority so that no inconvenience is caused to the Public.

The successful bidder must confirm to the supply, installation, commissioning of the hardware including all necessary fixtures comprehensive onsite warranty and further technical specification given in the Annexure II(A) and other terms & conditions mentioned in the RFP document.

Annexure – I

Deleted

Annexure – II (A) – TECHNICAL SPECIFICATIONS

Water Fall type Water Fountain: The work involves Construction, Supply, Installation and commissioning of Water fall type water fountain with 5 years O&M.

Sl. No.	Specification	Requirement
1	Construction of Civil base structure	The base for the water fountain has to be made with necessary Civil Works such as Excavation, Earth and Sand filling, anti termite treatment, coursed Rubble stone (first Sort) for necessary structures, Water proofing, Granite works suitable to the model by providing provisions for the electrical, water supply and mechanical works etc., complete and as directed by the departmental authorities.
2	Elevation	Structure should be beautifully carved out from Course rubble stone of uniform size as per local availability with water proofing and Cobal stone pitching pool floor and Coping with granite stone either splayed or wedge coping slopes in a single direction shall be weathered to throw of the water etc., complete and as directed by the departmental authorities.
3	Electrical and Mechanical Works	<p>Pleasant lighting spectrum should be achieved through LED 10Watt with IP 68 Mechanical resistance IK06 of Philips/Havells/ Bajaj or Equivalent having SS alloy enclosure as per spec in RGB with power driver unit and colour sequencing. The brilliant LED lights in rainproof enclosure protected by metal shield with fibre glass cover with nuts, bolts and studs of AISI 304 stainless steel, adjustable mounting brackets.</p> <p>The offered system should be operated by Kirloskar/ABB/Siemens make of 2 No.s of Centrifugal Pump sets of 5KW/7.5 HP suitable for under water operation with suitable electrical connections. The pump sets are equipped with SS strainer/filter to prevent foreign entry.</p> <p>Special Multi functioning Nozzles required for giving waterfall effect made out of brass/stainless steel complete as per the capacity of pump sets.</p> <p>Pipelines made out of standard grade UPVC pipes and fittings along with control valves with machine made flanges and other accessories. Control Kiosk comprising of sheet metal enclosure with hinged front door, back wall mounting type consisting of main incoming switch, over load relays, contact unit, Single Phasing Preventer, Start/Stop push button switch, indicating lamps, A meter, V Meter, with 12 V DC power supply.</p> <p>PVC Submersible cable 3x2.5 sq.mm, PVC copper cable 4 x 1.5 sq.mm , earthing and control panels as per the requirement and as directed by the departmental authorities.</p>

Annexure – II (B) - Deleted

Annexure – II (C) Deleted

Annexure – III – FORMAT FOR TECHNICAL BID, PROFILE OF THE BIDDER

1. Name of Bidder (in Block Letters)
(Proprietorship/Partnership Firm /Company/Society) .
2. Name of the Authorized Representative of the Bidder
3. Address of the Bidder .
(Proprietorship/Partnership Fire Company/Society)
4. Father's/Husband's Name of the Authorized Representative .
5. Complete Residential Address of the Authorized Representative
 - (a) Existing
 - (b) Permanent
 - (c) Telephone (Res./Office)
 - (d) Mobile No.
 - (e) e-mail
 - (f) Website
6. Documentary proof regarding year and place of the establishment of the Company.
7. How many years has your organization been in business under your present name?
8. Is the firm Government/Public Sector Undertaking propriety firm partnership firm (if yes, give partnership deed)?
9. Limited company or limited corporation member of a group of companies (if yes, give name and address, and description of other companies)
10. Subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.
11. Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.
12. Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit valid service tax registration certificate.
13. Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.

14. Is your organization having ISO/or any other certification? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.
15. Do you have a local representation/office? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office

Amount of **Earnest Money deposited (EMD): ₹ 50,000 (Fifty Thousand Rupees only)** by way of Demand Draft in respect of Earnest Money Deposit (EMD) in favour of the Chairperson and Managing Director, Vijayawada from a Nationalized Bank / Scheduled Bank.

All other Annexure, self-attested copies of the documents are to be submitted with the bid at O/O the Chairperson and Managing Director ,Amaravati Development Corporation.

Signature of Bidder/Bidder

Date: _____

Annexure – III (A) – BID LETTER

Date: dd/mm/yyyy

To,
The Chairperson and Managing Director,
Amaravati Development Corporation,
Vijayawada.

Subject: Refurbishment of Scrap park- Construction, Supply, Installation and Commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance, Andhra Pradesh.

Sir,

I/We, the undersigned Bidders, having read and examined in detail the specifications and other conditions in RFP document in respect of Refurbishment of Scrap park- Construction, Supply, Installation and commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years of Operation & Maintenance, Andhra Pradesh and submit the following information/undertaking/declaration for consideration of the CMD, ADCL, Vijayawada.

1. Price and Validity

1.1 All the prices mentioned in our financial bid are in accordance with the terms as specified in RFP document. All the prices and other terms and conditions of this proposal are valid for a period of 90 Days from the last date of submission of bids.

1.2 We do hereby confirm that our bid prices include all Taxes and CESS.

2. Earnest Money

2.1 Amount of Earnest Money deposited (EMD): ₹ 50,000/- (Rupees Fifty Thousand only) in the form of DD from a Nationalised Bank/ Scheduled bank in favour of **the Chairperson and Managing Director, ADCL, Vijayawada** should be enclosed with its No. & Date superscripted on the envelope to be deposited physically.

3. Bid Pricing

3.1 We further declare that the RATES stated in our proposal are in accordance with your terms & conditions in the RFP document.

4. Qualifying Data

We confirm having submitted in qualifying data as required by you in your RFP document. In case, you require any further information/ documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

5. DECLARATION

I/We have also carefully read the terms and conditions of the RFP document and undertake that I/we shall abide.

I/We accept to the conditions mentioned in the RFP document for the Construction, Supply, Installation and Commissioning of Waterfall type water fountain with 5 years O&M as per the scope of work.

I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the RFP document issued by the CMD, ADCL, Vijayawada.

I/ We have fulfilled obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the RFP document, as applicable.

I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the forgoing reasons.

I/We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal are true to the best of our knowledge and belief and nothing has been concealed there from.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

I/We hereby confirm to the Construction, Supply, Installation, commissioning and Operation & Maintenance, and comprehensive onsite warranty and maintenance further technical specification given in the Annexure-II (A) and other terms & conditions mentioned in the RFP document.

Sealed Bid submitted by us is properly submitted to prevent any subsequent alteration and replacement.

Thanking you,

Yours faithfully,

Place:

(Signature)

Seal:

Name:

Designation:

Business Address:

.....

.....

Annexure – III (B) – FINANCIAL INFORMATION SUMMARY

(TO BE CERTIFIED BY PRACTICING CHARTERED ACCOUNTANT)

Name of the company:

Sl. No.	Details	(Rs. Crores)			
		2014-15	2015-16	2016-17	TOTAL
1.	Total Turnover				
2.	Profitability (Profit after Tax)				

Note: Please enclose audited financial statements for the respective years

Signature and Seal of Chartered Accountant

Annexure – III (C) – DETAILS OF PREVIOUS EXPERIENCE

DETAILS OF WORKS TAKEN UP IN LAST 5 YEARS

S. No.	Name and state of the locations similar nature of works taken up by your company	Name of the authority /Organisation	Year of work	Name and mobile/ phone no. of the contact person of the concerned organisation

Signature of the Bidder with seal

The bidder must furnish completion certificate from the client for each of the works mentioned above duly certified by the Competent authority. The experience of completed work only will be considered and partially/ work in progress will not be considered for evaluation.

Annexure – III (D) – Deleted

Annexure – III (E) – OEM/ BRAND WISE DETAILS OF DELIVERABLES

S. No.	Item /Deliverable Name	OEM	Brand/ Model No.

Signature of the Bidder with seal

Annexure – III (F) – COMMITMENT LETTER OF SUPPORT

Date.....

To,
The Chairperson and Managing
Director, ADCL, Vijayawada.

Dear Sir,

Ref: Tender No.

I / We hereby commit & confirm the following:

- a) The duration of the service support will be for a period of five years of operation & maintenance from the date of installation.
- b) The service support will be provided onsite at no cost to the respective ULB/Department/Organisation.
- c) The service support will be comprehensive in the warranty period hence no extra charges are to be paid for any Hardware failure by the CMD, ADCL, Vijayawada.
- d) We will provide warranty and spares up to quoted time or mentioned in RFP document, even in case of authorize representative/dealer terminated by us and we will transfer responsibility of authorized representative/dealer to another dealer in case of termination of main bidder.

Signature

Name

Designation

Annexure – III (G) – UNDERTAKING OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE AND PAYMENT TERMS

UNDERTAKING ACCEPTANCE REGARDING IMPLEMENTATION SCHEDULE AND PAYMENT TERMS

I/We hereby accept and confirm that I/We agree to all the terms and condition of the implementation schedule and payment terms as mentioned in the RFP document.

Signature of the Bidder with seal

Annexure – III (H) – CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED BY THE BIDDER

SUBMISSION OF TECHNICAL BID:

S.No.	Document	Whether the document is enclosed (Yes/No)	Page No.
1.	DD in respect of Earnest Money Deposit (EMD) and DD's for bid document fee from any nationalized/Scheduled Bank drawn in favour of The Chairperson and Managing Director, ADCL, Vijayawada		
2.	Copy of Permanent Account Number (PAN)		
3.	Self-attested copy of sales/service tax registration and sales/service tax return filed in last three years		
4.	Copy of Self attested copy of certificate that the up to date Income Tax Returns have been filed for the last three years.		
5.	Self-attested documentary evidence of (a) the Proof of Residences of the Bidder (in case of Proprietor/ Partnership Firm (b) Proof of Registered Office of the Company and Residential Address (in case of Bidder being a Company) (c) Proof of Registered office of the Society and Residence of President/Secretary (in case Bidder being a Society) as well as Proof of the Address of the Office of the Bidder Firm/Company		
6.	Self-attested copy of bank statement indicating name of the Bank and Account No. of the Bidder Firm/Company for the year.		
7.	Copy of completion certificate from the user agency certifying the successful completion by the competent authority for the similar work done by the bidder		
8.	Copy of Audited Financial Statement of the Firm/Company		
9.	Copy of Audited Balance sheet of the Firm / Company for the preceding three Financial years showing the annual turnover, duly certified by a Chartered Accountant; (FY 2014-15, 2015-16 and 2016-17)		
10.	Copy of undertaking that the firm/company has not been blacklisted by any Govt. or Semi Govt. / PSU organization in the last five years.		

11.	Copy of partnership deed in case of a partnership firm, memorandum and article of association and certificate of registration in case of Private/Public limited company or		
12.	Copy of Affidavit to the effect that the correct information has been furnished in the tender		
13.	Copy of solvency certificate is to be submitted		
14.	Copy of latest license from Labour Commissioner to employ contract labour under Contract Labour Act may be		
15	Compliance Sheet for the technical Specification as per Annexure II(A)		
16	Annexure-III(A)- Bid letter		
17	Annexure-III (B)-Financial Information Summary		
18	Annexure-III (C)- Details of Previous Experience		
19	Annexure-III (D)-Deleted		
20	Annexure-III (E)-OEM/Brand Wise Details of		
21	Annexure-III (F)-Commitment Letter of Support.		
22	Annexure-III(G)-Undertaking regarding acceptance of implementation schedule and payment terms		
23	Annexure-III (H)-Checklist of the documents		
24	Annexure-IV-Format for financial bid		

Annexure – IV – FORMAT FOR FINANCIAL BID

Sl. No.	Item	Price (in INR)	Total Price
I	Cost for Construction, Supply, Installation & Commissioning of Water fall type water fountain for all required items as per technical specifications mentioned in the Annexure II(A) (Excluding Taxes)		
	Sub Total		
II	Operation & Maintenance of Water Fall type Water Fountain for five years (Excluding Taxes)		
III	All Applicable Taxes		
	Grand Total		

Note: L1 will be decided based on the QCBS as mentioned in clause 21 of Section-II.

Instructions to Bidder for Financial Bid

1. The CMD, ADCL, Vijayawada reserves exclusive rights to increase/decrease the quantities of equipment required, if any additional quantity required a separate PO will be issued.
2. Bidder must quote price for the project with respect to total expenditure for each work as per Annexure II (A).
3. Bidder must inspect site before quoting for project regarding requirements. They can do a site survey for better understanding the project requirements. ULB's or department official are not responsible for any additional accessories or equipment requirements.
4. Quoted price must be inclusive of all applicable taxes.
5. No further claims to be entertained by the bidder once the work is finalized.
6. Technical Resource should be maintained by the bidder to ensure the quantity & quality of Work and as per SLA.
7. All the items should be quoted as per the technical specifications mentioned in the RFP document. Any deviations observed serious action will be taken and bidder will be blacklisted.

Date:

Signature of the Authorized Person

Name: _____

Company Seal: _____

Annexure – V – SERVICE LEVEL AGREEMENT

Terms of the Service Level Agreement would be as under:

1. The supplied equipment should be under two years free maintenance warranty.
2. Bidder guarantees that for the supplied equipment and Software faults/bugs or downtime should not exceed 2% averaged on a yearly basis for 8x6x52 hours of operation
3. The permissible downtime of 3% will further be subject to maximum downtime of 72 hours at a stretch at any instance. The maximum time to repair (MTTR) to any complaint will not exceed 72 hrs. However, prior exception to the above MTTR/downtime shall be taken from the CMD, ADCL, Vijayawada on case-to-case basis.
4. During the warranty: In case the maximum time to repair supplied equipment and Software or downtime exceeds the above-mentioned duration (72 hrs) then penalty clause at clause 6 (a) below will be enforced. The same penalty clause will also be enforced in case the downtime exceeds the permissible total downtime as stated above at clause 2
5. Penalty clause for non-conformance to above SLA:
If defects/bugs are not rectified with the specified period (i.e. 72 hours), as per Section-IV, point 20 & 21 – Penalty Clause
6. The CMD, ADCL may deduct penalty amount from the due payments or from Performance Security as the case may be. In any case, if the complaint is not resolved within 5 days from the time of reporting of fault, the Performance Security submitted by the Bidder to the CMD, ADCL, Vijayawada shall be invoked. Any payments (payable to Bidder) shall not be paid too. This will be deemed to be an event of default and the CMD, ADCL, Vijayawada may terminate the contract. The Procuring Entity reserves the right to terminate maintenance and repairs contract, after warranty period any time without assigning any reasons and the Supplier cannot claim any compensation in this respect.
7. The delay due to force majeure conditions, National Holidays, Sundays, Closure of site/non-accessible of site shall be excluded from the penalty subject to submission of notice/letter/document duly endorsed by concerned authorities.
8. The Downtime of the equipment starts from the time the CMD, ADCL/Authorized representative's complaint is logged in at the bidder's address (email IDs) as provided by the bidder for escalating complaints. Any delay in escalating a complaint shall be excluded from the availability calculations. Escalation matrix with time shall be provided by bidder.
9. Bidder should provide a satisfactory certificate duly signed and stamped by the user after completion of warranty period failing which performance guarantee will not be released till then.

Annexure – VI – CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the Day of 2017 between the Chairperson and Managing Director, ADCL, Vijayawada of the one part and (Name of Successful bidder) and which expression shall mean and include unless repugnant to the context, its successor; and permitted assigns, a (state the type of contracting entity) body, having its principal office at

WHEREAS the CMD,ADCL, Vijayawada have invited Bids for Refurbishment of Scrap Park-Supply, Installation, Commissioning and Operation & Maintenance of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years Operation & Maintenance, Andhra Pradesh from the eligible firms/agencies/companies (Brief description of Goods and Services) and has accepted a bid by the Successful bidder for the Construction, Supply, Installation and commissioning of Water fall type Water fountain at Scrap Sculpture Park Opp. Police Control Room, Vijayawada with 5 years Operation & Maintenance for Rs..... (Contract Price in Words and Figure) (Hereinafter called “**the Contract Price**”)

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE ADCL----- AND THE SUCCESSFUL BIDDER..... AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

Support services from the selected agency/firm/company would be required to maintain all the equipments and give training to the department employees while handing over. No separate charges for the training and delivery of goods would be paid by the office.

That the equipment shall be delivered and installed strictly within the implementation schedule specified in the RFP document.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

- a. the Bid document (TENDER) and Annexures attached to TENDER
- b. the Financial Bid submitted by the Bidders;
- c. the services/equipment shall be confirming with the quality and Specification given in the Scope of Work & Relevant Annexure
 1. General conditions
 2. Special conditions
 3. Undertakings

The Successful bidder shall be bound by the details furnished by him/her to the CMD, ADCL, Vijayawada while submitting the tender or at subsequent stage. Upon selection of the successful bidder, if at any stage, the document furnished by him/her is found to be false or the quality of the equipment and services or rate are found of poor quality or different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled and Performance Security shall be stand forfeited.

The rate quoted by the selected Successful bidder, and as approved by the CMD, ADCL, Vijayawada, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the period of contract, shall not be entertained at any stage.

In considerations of the payments to be made by the ADCL to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the ADCL to provide the goods and services and to remedy defects there in conformity in all respects with the provisions of the contract.

The ADCL hereby covenants to pay the Successful bidder in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitrator or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.

Brief of the goods and services which will be supplied/ provided by the Successful bidder are as under:

Sl. No.	Brief description of Work awarded	Quantity to Be supplied	Rate	Total price	Delivery Terms

Total Value:

Delivery Schedule:

THIS AGREEMENT will take effect fromday of Two Thousand Seventeen and shall be valid for two years.

IN WITNESS WHEREOF, both the parties ULB and the SUCCESSFUL BIDDER have entered, their respective common seals to be here unto affixed/ (or have unto set their respective hands and seals) into this Agreement on the day of 2017 here at Vijayawada.

<p>For and on behalf of the 'Agency/firm/ company'</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the "Authorized Signatory, of the firm / company"</p> <p>In the presence of Witness: Name: Address:</p>	<p>For and on behalf of the CMD, ADCL Vijayawada</p> <p>Signature of the authorized officer</p> <p>Name of the Officer</p> <p>By the SaidNames on behalf of the CMD, ADCL Vijayawada.</p> <p>In the presence of Witness: Name: Address:</p>
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Annexure – VII – BANK GUARANTEE FORMAT

Sample Form of Bank guarantee for Bid Security / EMD

'WHEREAS,.....(Name of Bidder) (here in after called "the Bidder") has submitted his Bid dated (date) for the construction of
.....(Name of contract) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We (Name of bank) of (Name of country) having our registered office at (hereinafter called "the Bank") are bound unto (name of employer) (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid.

OR

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required: or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders

We undertake to pay the Employer up to the above amount upon receipt of his first written demand, Without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to

him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force upto and including the date days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK
.....

WITNESS.....

SEAL..... (Signature, name, and address)

.....
.....

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
2. 90 days after the end of the validity period of the Bid. Date should be inserted by the Employer.

Sample Form of Bank guarantee for Performance Security

In consideration of the Amaravati Development Corporation (hereinafter called "the Employer") having agreed to exempt (herein after called " the said Contractor") from depositing with the Department in cash the sum of Rs..... (Rupeesonly) being the amount of Performance Security payable by the Contractor to the Department under the terms and conditions of the Agreement dated the day of 2017 and made between the Department of the one part and the Contractor of the other part (hereinafter referred to as "the said Agreement") for as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Department a Guarantee in the prescribed form of a Schedule Bank in India being in fact these presents in the like sum of Rs..... (Rupees Only).

We Bank/Limited registered in India under Act and having one of our Local Head Office at Do hereby :

1. Guarantee to the Department:

a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor in the said Agreement,

AND

b) Due and punctual payment by the Contractor to the Amaravati Development Corporation of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Department by the Contractor under or in respect of the said Agreement.

2. Undertake to pay to the Department on demand and without dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of tribunal relating thereto the said sum Rs..... (Rupees only) or such lesser sum as may be demanded by the Department from us our liability hereunder being absolute and unequivocal and agree that –

3. a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Department under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Department certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.

b) We shall not be discharged or released from the liability under this Guarantee by reasons of :

(i) Any change in the constitution of the Bank or the Contractor ;

- (ii) Any agreement entered into between the Department and the Contractor with or without our consent ;
- (iii) Any forbearance or indulgence shown to the Contractor;
- (iv) Any variation in the terms, covenants or conditions contained in the said Agreement;
- (v) Any time given to the Contractor ; or
- (vi) Any other conditions or circumstances under which, in law, a surety would be discharged.

c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the principal debtors in respect of the said sum of Rs..... (Rupeesonly).

d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

e) Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs _____(Rupees _____).Our guarantee shall remain in force upto

IN WITNESS WHEREOF the Common Seal ofhas been hereunto affixed this Day of 20..

The common seal of was pursuant to the resolution of the Board of Directors of the Company dated the day of

.....20.. herein affixed in the presence of

.....who, in token thereof, have hereto set their respective hands in the presence of -

1.
2.