

**GOVERNMENT OF ANDHRA PRADESH
AMARAVATI DEVELOPMENT CORPORATION LTD**

REQUEST FOR PROPOSAL

FOR

**SELECTION OF AGENCIES AND FIXING OF
UNIT RATE FOR SUPPLY OF UNIQUE TREES TO
AMARAVATI DEVELOPMENT CORPORATION
LIMITED, VIJAYAWADA, ANDHRA PRADESH**

**ON
CONVENTIONAL PLATFORM (PHYSICAL SUBMISSION)**

Plot No.25, Street No.4, Sector No.4, Lotus land mark,
Kedareswarapeta, Ayodhya Nagar, Vijayawada -520003,
Phone No: 0866-2534575; 2532539
Email: ccdmc.amaravati@gmail.com

Website: www.ccdmc.co.in

DISCLAIMER

1. The information contained in this Request For Proposal or subsequently provided to Bidders/ Bidders, whether verbally or in documentary or any other form by or on behalf of Amaravati Development Corporation Limited, Vijayawada, Andhra Pradesh (here in after referred as a ADCL/ the corporation) or any of its employees, is provided to Bids on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
2. This tender is not an agreement or an offer by the Corporation to the prospective Bidders/ Bidders or any other person/ entity. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation & submission of their Bids pursuant to this Request For Proposal.
3. This tender includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This tender may not be appropriate for all persons, and it is not possible for the Corporation and its employees to consider the objectives, technical expertise and particular needs of each Bidder/Bidder who reads or uses this tender. The assumptions, assessments, statements and information contained in this Request For Proposal, may not be complete, accurate, adequate or correct. Each Bidder/ Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Request For Proposal and obtain independent advice from appropriate sources. Information provided in this Request For Proposal to the Bidders/ Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be exhaustive with regard to the statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. The Corporation and its employees/ advisors makes no representation or warranty and shall have no liability to any person including any Bidder/ 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 Request For Proposal or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Request For Proposal and any assessment, assumption, statement or information contained therein or deemed to form part of this Request For Proposal or arising in any way in this Selection Process.
6. The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder/ Bidder upon the statements contained in this Request For Proposal.
7. The Corporation may in its absolute discretion, but without any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Request For Proposal.
8. The issue of this Request For Proposal does not imply that the Corporation is bound to select a Bidder/ Bidder or to appoint the Selected Bidder/ Bidder, as the case may be, for undertaking the Project and the Corporation reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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**AMARAVATI DEVELOPMENT CORPORATION, LIMITED, VIJAYAWADA
ANDHRA PRADESH**

(Tender Notification No.13/CE/ADCL/Engg/2018-19, Dt. 21.06.2018)

1. INVITATION FOR PROPOSAL

- 1.1 ADCL (herein referred to as “the Corporation” or “Client”) intends to select Agencies from amongst the eligible Agencies (herein the “Agency/Bidder/Contractor”) for supplying Unique trees to ADCL, Vijayawada, Andhra Pradesh (herein after referred to as the “Project”) within a period of Six (06) months from the date of issue of work order by ADCL and pursuant thereof has decided to carry out the tendering process for selection of eligible Agencies and finalizing the Unit Rate per Unique Tree for supplying, to whom the supply of Unique Trees may be awarded in terms hereof.
- 1.2 Pursuant to the aforesaid, Bids are invited on the **conventional platform (Physical submission) for the Project** from the eligible Agencies/Contractors.
- 1.3 The details of Scope of work with Terms of Reference (TOR) and general conditions can be downloaded from the ADCL website i.e., www.ccdmc.co.in **Time schedule for the interested Bidder is mentioned below:**

<i>Document download start date & time</i>	<i>25-06-2018 @ 9 AM</i>
<i>Pre-bid meeting</i>	<i>30-06-2018 @ 11 AM</i>
<i>Document download end date & time</i>	<i>10-07-2018 @ 3 PM</i>
<i>Date and time of submission of tender [i.e., Tender Due Date]</i>	<i>10-07-2018 @ 4.30 PM</i>
<i>Date & time of Opening of Technical Tender</i>	<i>10-07-2018 @ 05.00 PM</i>

- 1.4 ADCL has adopted a **Two Cover single-stage tender process** (referred to as the "Tendering Process") for selection of the eligible Agencies for undertaking the supply of Unique Trees in terms hereof., i.e., **Technical Bids (“Technical Bids – (Cover A)”) and Financial Bids (“Financial Bids – (Cover B)”) (hereinafter collectively referred to as the “Tender(s)”) from the Bidders for selection of Bidders/Agencies for award of the Project/s. These two sealed covers shall be enclosed in an outer envelope highlighting the **Project Name: Supply of Unique Trees to AMARAVATI DEVELOPMENT CORPORATION, Vijayawada, AP, Bidder Name & Address.** The Financial Bids of only those Bidders, whose Technical Bids are found to be responsive and fulfills the requirements as laid down herein shall be evaluated.**
- 1.5 In the Tendering process, the Bidders are being called upon to submit their Bids in accordance with the terms specified in this Request For Proposal. The documents listed at **Sl. no: 12** of Data sheet shall be submitted towards “Technical Bid” as per the formats provided in **Annexure A (Annexure A1 to Annexure A4)** and the document listed at **Sl. no: 13** of Data sheet shall be submitted towards Financial Bid as per the format provided in **Annexure B.**

- 1.6 The Bids shall be filled in English and all entries must be typed/written in blue/black ink. The Authorized representative of the Bidder/Applicant must attest all erasures and alterations made while filling the tender. Over writing of figures in the Price Tender is not permitted. Failure to comply with any of these conditions may render the tender invalid.
- 1.7 *A combination of Bidders is hereby expressly prohibited from submitting the RFP in the form of consortium. No Bidder shall submit more than one RFP for this project.*
- 1.8 The signed and stamped hard copies of the Request For Proposal along with the original Demand Draft towards EMD of Rs. 75,000/- (Rs. Seventy Five Thousand only) shall be submitted at the address given below in person or through courier on or before the tender due date. EMD of the selected bidder is adjusted to security deposit. The EMD of other bidders is returned.
- The Chairperson & Managing Director,**
Amaravati Development Corporation Limited,
Plot No.25, Street No.4, Sector No.4, Lotus land mark,
Kedareswarapeta, Ayodhya Nagar, Vijayawada -520003.
- 1.9 **Pre- Bid meeting:** A pre bid meeting will be held on the date mentioned in the data sheet below, at the ADCL Office, Vijayawada and the prospective bidders or their designated representatives are invited to attend the same. The purpose of this meeting is to detail out the Request for Proposal, Tendering Process, Specifications and to clarify the doubts of the Bidders if any as per the Time Schedule mentioned in the Request For Proposal. In case of deletion/addition/alteration of terms and conditions of the tender as decided by the ADCL, the same shall be deemed to be the part of the Request For Proposal (the minutes of the pre-bid meeting will be displayed in the web site www.ccdmc.co.in on the same day of the pre-bid meeting). The decision of the ADCL is final and binding on the tenderers and further correspondence will not be entertained.
- 1.10 The Technical Bids will be evaluated based on the Eligibility Criteria set forth in the document. Financial Bids of only those Agencies, who fulfill the technical requirements as per the terms and conditions stipulated in this Request For Proposal will be opened and evaluated.
- 1.11 Any Bidder/s or applicant/s who has been barred by the Central/State Government or any entity controlled by them from participating in any tendering activity as on the date of Tender, is not eligible to submit his Tender. Even, if the entity submits the Tender, it will be summarily rejected during technical evaluation of the Bids.
- 1.12 More details are provided in the **DATA SHEET** and subsequent sections below.
- 1.13 ADCL shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to visit/s to the site. ADCL reserves the right to cancel, terminate, change or modify this Tender Process and /or requirements of tender conditions stated in this document, without assigning any reason or any notice and without any liability for the same.

SUPPLY OF UNIQUE TREES TO AMARAVATI DEVELOPMENT CORPORATION LIMITED, VIJAYAWADA,
ANDHRA PRADESH

Request For Proposal

2. DATA SHEET

Sl. No	KEY INFORMATION	DETAILS
REQUEST FOR PROPOSAL DETAILS		
1.	Project	Supply of Unique trees to Amaravati Development Corporation, Vijayawada, Andhra Pradesh
2.	Corporation	Amaravati Development Corporation Limited.(ADCL)
3.	Specifications	<p>The selected Agencies /Contractors shall supply Unique Trees to Amaravati Development Corporation, Vijayawada, Andhra Pradesh adhering to the following specifications:</p> <p style="text-align: center;">List Enclosed at Annexure -Z</p>
4.	Project Requirement	Initially, 19,800 nos (apprx) (Nineteen thousand Eight Hundred only) of different types of Unique Trees, may be required by ADCL, Vijayawada, Andhra Pradesh.
5.	Earnest Money Deposit (EMD)	Demand Draft (DD) of Rs.75,000/- (Rupees Seventy Five Thousand Only) drawn from any Nationalized Bank in favor of CMD, ADCL payable at Vijayawada shall be submitted along with completed Bids.

Sl. No	KEY INFORMATION	DETAILS
TENDER CONDITIONS AND EVALUATION		
6.	Tender Validity	90 days from the Tender Due Date (TDD)
7.	Eligibility Criteria	<p>The following are the eligibility criteria for participating in this tender:</p> <p>7.1 Technical Capacity: “The Applicant/Bidder should have supplied Unique Trees of similar specifications aggregating to minimum of 2,500 Unique Trees within a period of One (01) Year <u>to any of the State Governments/ Semi Governments/ Public Sector Departments/ Central Government Departments/ MNCs</u> during the last three (03), financial years preceding the tender due date.</p> <p><i>Note: The list of supply orders / completion certificates or any other proof shall be submitted towards demonstrating the production or manufacturing Experience / technical Capacity.</i></p> <p>7.2 Financial Capacity: “<u>Applicant/ Bidder should have an average annual turnover of Rs.1.00 Crore (Rupees One Crore Only) in the past three (03) financial years preceding the Tender Due Date duly certified by Chartered Accountant.</u>”</p> <p><i>Note: The audited annual balance sheets of the firm in support of financial data shall be submitted towards demonstrating the financial capacity.</i></p> <p>7.3 <u>The Applicant/Bidder should have his own nursery</u></p> <p>7.4<i>Note: It may be noted that ADCL technical committee or its authorized representatives may visit the applicant’s nursery to ascertain the capacity and finalize the technical tender evaluation.</i></p>
8.	Tender Evaluation	<p>8.1 Technical Evaluation: Bidder’s whose Bid is responsive (Detailed in the Clause 3.2.5, 3.2.6 & 3.2.7) and meets the Eligibility Criteria shall only be undertaken for evaluation.</p> <p>8.2 Financial Evaluation: Price Bids of technically qualified Bidders will only be opened and evaluated.</p>
9.	Criteria for selection of Bidder/s	The sole criteria for selection of the Agency/ies is the Lowest Unit Rate per Unique Tree quoted by the Bidder in Financial Bid (Annexure –B) and as detailed in the clause 3.4 of this Request For Proposal.

10.	Signing Contract	Selected Bidders shall sign their Contract Agreement with
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Sl. No	KEY INFORMATION	DETAILS
	Agreement	ADCL within seven days (07) from the issue of LOA.
DOCUMENTS IN TENDER SUBMISSION		
11.	Pre Bid Meeting	Date & Time: 30-06-2018 at 11 AM. Venue : ADCL office, Vijayawada
12.	Tender Submission	Outer Envelope shall contain two separate covers clearly mentioned as below: a) Technical Tender (Cover – A) b) Financial Tender (Cover – B)
13.	Technical Bids ~ Cover A	Bidders shall submit the following requirements towards their Technical Bids (Formats provided in Annexure –A) in sealed cover A. (a) Annexure–A1: Checklist for tender submission (b) Annexure–A2: Covering letter(Letter of proposal) (c) Annexure–A3: Bidder’s experience - Format to demonstrate experience in supplying of Unique Trees. Copies of Work order / completion certificates / any proof in support of the Technical capacity shall be submitted duly signed towards meeting the Eligibility Criteria. (d) Annexure – A4: Format for Financial Eligibility - <u>Annual Average Turnover details certified by a Chartered Accountant</u> shall be submitted towards meeting the Eligibility Criteria. (e) At least three (03) photographs of the Bidder’s own Nursery for each plant (f) Original Demand Draft towards Bid security / EMD. (g) Copy of Firm Registration Certificate and Pan Card of the Firm. (h) Copy of latest IT Returns for financial year preceding Due Date.
14.	Financial Tender ~ Cover B	The Agencies shall submit their financial Tender (<i>Unit rate per each variety of Unique Tree</i>) in the format (Annexure - B) enclosed separately in a sealed cover B .
15.	Tender Document Fee:	DD for Rs: 5,000/-

3. GENERAL TERMS AND CONDITIONS OF TENDER

3.1 Submission of Documents towards Technical Tender & Financial Tender

- a. Documents listed in the Sl no.13 & 14 of Data sheet shall be submitted towards technical and financial part of the tender respectively by the Bidder.
- b. The Bidder/Agency have to quote the Unit Rate per Unique Tree (*as per the format enclosed: Z Annexure - B*) as per the specifications indicated in the Sl. no 03 of Date sheet.
- c. Amendments if any, will be notified only in ADCL website i.e., www.ccdmc.co.in

3.2 Opening and Evaluation of Bids

1. Documents that are submitted on or before the Tender Due Date and time duly fulfilling the tender requirements in accordance with this Request For Proposal shall only be considered for Tender evaluation. *Evaluation shall be strictly based only on the documents submitted .*
2. Incomplete Bids/Bids with unsigned tender forms and Bids submitted without required documents as per sl. no 13 & 14 of Data Sheet will be summarily rejected. Bids submitted with any pre- condition or additional conditions other than the conditions prescribed and supplied by the ADCL will also be summarily rejected.
3. Bids will be opened by the CMD, ADCL or her nominee on the dates mentioned, unless extended by a notification published in ADCL website.
4. Each tender will be given a number in the ascending order and will be recorded against total number of Bids. For instance, if the total number of Bids received is five, the first tender will be recorded as 1/5, the second as 2/5 and so on.
5. Prior to Technical evaluation of Bids, the ADCL will determine whether the Tender is accompanied by the required EMD. Subject to confirmation of the EMD by the issuing bank, the Technical Bids will be taken up for determination of responsiveness of the Tender in terms hereof.
6. Bids shall be considered responsive only if:
 - a) It is received by the Tender Due Date including any extension thereof.
 - b) the photographs of the Bidder's own Nursery for each plant is submitted
 - c) It does not Contain false or misleading information or statement or undertaking.
7. Other documents submitted towards Technical Tender/ Bid will be opened and checked for all the mandatory documents duly signed as per the list provided above. ADCL shall take a decision at its sole discretion with regard to Bids without any of the said documents submitted in any other format other than the prescribed.
8. Technical evaluation shall be undertaken with respect to the eligibility criteria set forth in the tender and other terms and conditions stipulated in this Request For Proposal.

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9. ADCL reserves the right to seek further information / Clarifications from any of the Bidder on the documents submitted and the same shall be sought through a written communication/email.

3.3 Evaluation of Price/ Financial Bids:

- i. ADCL will open the financial tender of all the technically qualified Agencies only and evaluate and compare the financial tenders. Negotiations at any level are strictly prohibited.
- ii. Evaluation of financial Bids shall be in accordance with the point nos. 7, 8, 9 and 10 of Data Sheet.

3.4 Award of Projects:

- 3.4.1 After finding the Lowest individual rate per unique tree quoted by the bidders, the Authority will invite all the technically qualified Bidders to match with the financial tender of the aforementioned individual lowest rates (*which is obtained through this transparent competitive bidding process*), this information will be communicated by ADCL in writing within one week of the opening of the financial tenders.
- 3.4.2 In case, any such Bidder/s accepts his/her willingness to match with the lowest unit rate per unique tree, then such Bidder/s shall also be considered for allotment of the supply of Unique Trees. However, the preference of allotment of the supply of Unique Trees will be first given to the lowest quoted Bidder of that particular unique tree. If more bidders match the rate of the said lowest bidder, then the supply of Unique Trees order will be allotted in the preferential order as specified below.
- 3.4.3 The preferred bidder (*lowest unit rate quoted by the Bidder*) shall be given first preference of allotment of project/s, subsequently; the next preference shall be given to the second lowest Bidder (Bidder who accepts to match the lowest Bidder) and so on.
- 3.4.4 **The right to allotment of the supply of Unique Trees to any considered Bidder rests solely with the ADCL.**

3.5 Award of Contract

- i. The sole criteria for selection of the preferred Bidder shall be in accordance with the Serial. number. 09 of Data Sheet
- ii. On acceptance of the Tender, ADCL will communicate in writing by issuing a Letter of Acceptance (LoA) to such considered Agency/ies (*as detailed above in the clause 3.4*). Within Seven (07) days of such communication, the Bidder shall fulfill the conditions defined in serial number. 10 of Data Sheet. Non-fulfilment of the above within the stipulated time shall be deemed that the Bidder has withdrawn his offer and the EMD already paid stands forfeited without any notice whatsoever.

- iii. In case of, any selected Bidder/s is unable to supply the Unique Trees as stipulated in Request For Proposal within Six (06) month from the date of Work Order issued by the ADCL then the security deposit paid/ submitted shall be forfeited without any intimation and the said Agency/ies shall not have any right in this regard.
- iv. ADCL shall issue work order to the respective Bidder allotted for supply of the Unique Trees by incorporating specific terms & conditions and also by including security deposit (*which shall be 2.5% of the contract value*) condition as per the existing norms for fulfillment of the supply of the Unique Trees. The EMD is however adjusted towards security deposit.

3.6 ADCL RESERVES RIGHT TO ACCEPT, REJECT OR CANCEL BIDS

- a) Notwithstanding anything contained in this Tender, the Corporation reserves the right to reject any tender and to annul the tendering process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Corporation rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) ADCL shall have the right to accept, reject or cancel any tender without assigning any reason and no grievance thereof will be entertained.

3.7 It shall be deemed that by submitting the Tender, the Agencies have:

- i. Known about the locations of Amaravati Capital City Areas, AP.
- ii. Made a complete and careful examination of the Request For Proposal & received all relevant information required for project including the allotment procedure.
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the Request For Proposal or furnished by or on behalf of Corporation relating to any of the matters referred to in this Request For Proposal.
- iv. Satisfied themselves about all matters, things, Request For Proposal, Project area and information, including matters referred to herein necessary and required for submitting an informed Tender, execution of the Project in accordance with the Tendering documents and performance of all of its obligations there under.
- v. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Request For Proposal or ignorance of any of the matters referred to herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of there obligations, loss of profits etc. from the Corporation, or a ground for termination of the Contract Agreement by the Agency.
- vi. Agreed to be bound by the undertakings, provided by it under and in terms hereof;
- vii. Agreed that ADCL and its employees, consultants and its representatives, etc. are not responsible in any respect for any discrepancy with regard to the supply of Unique Tree and the Request For Proposal.

4. TERMS OF REFERENCE (TOR)

4.1 SCOPE OF WORK

- 4.1.1 The selected Agencies /Contractors as per the preferential order shall supply the Unique Trees to ADCL Vijayawada, Andhra Pradesh as per the specifications mentioned in Sl. No. 03 Data Sheet above.
- 4.1.2 The Agencies shall complete the supply of the required Unique Trees to the ADCL as per the requirement within Six-months period from the date of issue of work order by the ADCL.
- 4.1.3 Initial volumes of Unique Trees to be supplied to ADCL, Vijayawada Andhra Pradesh shall be around the number of the specific Unique trees as indicated in Sl.No.4 of data sheet. The number may vary basing on the actual requirement.
- 4.1.4 The financial quote/contract value includes loading, transportation and unloading at the specific location in ADCL within Amaravati Capital City Areas, Andhra Pradesh. The successful bidder shall have to transport plants to the site as per the work order given to him and planting has to be done under his supervision for all his supplies for all items of work- digging of pits, planting, application of fertilizers and pesticides where ever, when ever required. He shall train the workers suitably regarding trimming, manuring, watering etc. Maintenance of plants for one (1) year will be their responsibility under the umbrella of ADCL.
- 4.1.5 **The Warranty period for the supplied Unique Trees shall be for a period of one year -** The warranty includes replacement of defective /damaged Unique Trees within 72 hours from the time complaint received from the ADCL. Allotted Agency is solely responsible for such replacement of unique trees during the Warranty period.
- 4.1.6 The Unique Tree shall be dispatched to the respective locations of ADCL/Amaravati Capital City Area, Andhra Pradesh by the supplier only upon completion of inspection *(by the concerned Officer-in-charge /officials of ADCL)* with respective quality & specification at the Nursery site.
- 4.1.7 The Unique Tree shall be checked thoroughly within a week of the delivery by the concerned officer -In- charge of ADCL and certify that the Unique Trees delivered are as per the specification only. If any damaged or unapproved Unique Trees are found, it shall be returned at the risk and cost including incidental expenditure there upon shall be borne by the Agency only. ADCL shall not be held responsible for such incidents.
- 4.1.8 The defective Unique Trees shall be lifted at the cost and risk of the Agency which has supplied such material. ADCL, Vijayawada will not bear any expenses on this account.
- 4.1.9 The Agency shall not deposit unique trees at any work site, which will cause inconvenience to public / visitors. The in-charge officer may

direct the Agency to remove such materials or may undertake the job at the cost of the concerned Agency.

4.2 CONTRACT PERIOD

4.2.1 The Contract is for a period of Six (06) Months and will start from the date of entering in to Agreement with ADCL.

4.2.2 The Contract period can be extended at the sole discretion of the CMD, ADCL, Vijayawada under special circumstances on written request from the selected Agencies only.

4.2.3 The selected Agencies shall execute the supply of unique trees on their own and shall not sublet to any other agency. Any deviation in this regard shall be liable for termination of the Contract.

4.3 PAYMENTS BY ADCL

4.3.1 The payments towards the supply of Unique Trees shall be made by ADCL to the agencies as per the fixed Unit Rate (*Obtained through this competitive bidding procedure*) accepted for the number of Unique Trees supplied (i.e., Lowest Value Quote x No. Of Unique Trees supplied to the ADCL).

4.3.2 The payment to the selected Agencies shall be payable by the ADCL as per the following milestones towards providing their project services as per the terms and conditions stipulated in this Request For Proposal and amended if any thereafter;

MILESTONE	CONTRACT AMOUNT (Unit Rate x No. of Unique Trees supplied to ADCL)
A: On Supply of Unique Trees to the ADCL.	80%
B. Two months after the completion of the supply of Unique Trees and on the receipt of satisfactory and quality certificate from the concerned official	10%
C. After completion of A and one year of Warranty	10%
TOTAL CONTRACT VALUE	100%
Note: The security deposit shall be released along with the milestone "C"	

4.3.3 The Unit rate shall be exclusive of all its applicable taxes, however, the ADCL, Vijayawada Andhra Pradesh shall pay the contract value plus its applicable taxes.

4.3.4 Dues, if any, will be recovered from the Security Deposit of the Contractor or shall be adjusted during payments to the Contractor by the ADCL.

4.4 The amount quoted per Unique Trees by the Agencies shall be deemed to be inclusive of the product cost, loading, transportation and unloading at the designated ADCL/ Amaravati Capital City Areas.

4.5 SAFETY

- a) The Agencies shall be responsible for transportation of Unique Trees to the ADCL at its own risk, cost and responsibility. The selected agency hereby indemnifies ADCL from any loss/ damage/ injuries/ accidents to the third parties. ADCL, the ADCL is not liable for any of the above.
- b) All approvals, clearances, No Objection Certificates, etc. with regard to safety aspects, as may be required, shall be the responsibility of the Agencies at its own cost and risk.

4.6 INDEMNIFICATION

- a) ADCL shall not be responsible or liable to pay any compensation or refund any amount to the selected Agencies for reasons whatsoever.
- b) The selected Agencies shall not be entitled to any claim against the ADCL for any damages, loss etc., that the Agencies may sustain on account of fire or any other causes whatsoever.

4.7 PENALTY

- a) Penalty @ 0.25% of the Contract Amount per day will be charged after due date of delivery i.e., at the end of Six month from the date of Agreement.
- b) In case, the Unique Trees supplied fail to meet the specifications as per this Request For Proposal the same would be rejected and, ADCL shall have the right to levy a penalty at 0.25% of the ordered value per day.

4.8 MISCELLANEOUS

- a) The selected Agencies shall not have any right to assign, sublet or transfer the contract in full or in part to any other third party. If it is found that the Agencies have sublet either in full or in part, then ADCL shall terminate the contract duly forfeiting the security deposit.
- b) Except otherwise provided herein the agreement, any oral or written submission abandoning the terms hereof shall be of no effect and shall not be valid or binding or enforceable unless and until the same is incorporated in the form of supplementary agreement in writing and signed by the parties thereof.

- c) In the event of death of the Authorised Signatory of the Agency during the contract period, the legal heirs of the deceased namely viz., wife, son, daughter, widow dependent, daughter-in-law may be allowed to continue the unexpired portion of the contract purely at the discretion and permission of the ADCL subject to production of legal heir certificate and subject to fulfilling the terms and conditions stipulated in the agreement. In case if a legal heir is not available, then discretion of the CMD, ADCL to appoint an authorized signatory is final.
- d) ADCL reserves the right to accept or reject all or any Bids either in part or full as the case may be without assigning any reason. ADCL shall also not be responsible for any loss or damage, the Agency may incur in its business for any reason whatsoever.
- e) On completion of the work / project and , the security deposit will be refunded after adjusting any damages or other dues, if any by the ADCL.

4.9 RESOLUTION OF DISPUTES:

In the event of any dispute or differences arising under or out of or in connection with the conditions mentioned in this document, the decision of CMD, ADCL shall be final and binding on the both the parties to the Contract.

VI. FORMATS FOR TENDER SUBMISSION
(Annexure - Z)

CHECKLIST FOR TENDER SUBMISSION

S.NO	PARTICULARS	REMARKS (SUBMITTED / NOT SUBMITTED)
TECHNICAL BID (COVER– A)		
1.	Original Demand Draft (DD) for an amount of Rs. 75,000/-	
2.	Original Demand Draft (DD) for an amount of Rs. 5,000/-	
3.	Annexure – A2: Covering Letter	
4.	Annexure – A3: Technical Experience	
5.	Annexure – A4: Financial Capability	
6.	Copy of Firm Registration Certificate	
7.	Copy of Pan Card	
8.	Copy of latest IT Returns for the FY 2016-17	
9.	Audited annual balance sheets of the firm	
FINANCIAL REQUEST FOR PROPOSAL (COVER – B)		
10.	Financial Bid	

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Format for
COVERING LETTER (LETTER OF PROPOSAL)

Annexure A2

To,

Chairperson & Managing Director,

Amaravati Development Corporation Limited, Vijayawada -520003.

Respected Madam,

**Sub:- Selection of Agencies / Contractors for Supply of Unique trees to ADCL/Amaravati
Capital City Areas, Andhra Pradesh - Submission of Covering Letter – Reg**

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- 1) With reference to your Request For Proposal dated 00.00.2018, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as eligible Agency (the "Agency / Contractor") for the subject project.
- 2) I / We acknowledge that the Corporation will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, & we certify that all information provided in the Proposal and in the Annexure-A are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 3) This statement is made for the express purpose of selection of Agencies for the aforesaid Project.
 - a) I / We shall make available to the Corporation any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
 - b) I / We acknowledge the right of the Corporation to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 - c) I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Corporation or a judicial pronouncement or arbitration award against me/us, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 4) I/We declare that:
 - a) I/We have examined and have no reservations to the Request For Proposals, including any Addendum issued by the Corporation;

- b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement

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- entered into with the Corporation or any other public sector enterprise or any Government, Central or State;
- c) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of this Request For Proposal, no person acting for me/us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d) I/We hereby certify that I/we shall provide my/our project services at my/our financial bid quoted for Unit rate of Unique Trees only and as per the terms and conditions stipulated in the Request For Proposal.
 - 5) I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the Request For Proposal.
 - 6) I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 - 7) I/We agree and understand that the proposal is subject to the provisions of the Request For Proposal. In no case, shall I / we have any claim or right of whatsoever nature if the Project is not awarded to me/us or my/our proposal is not opened or rejected.
 - 8) I/We agree to keep this offer valid for 90 (Ninety) days from the tender due date specified in the Request For Proposal.
 - 9) In the event of my / our firm being selected as the Agency, I / we agree and undertake to provide the services of the Contract in accordance with the provisions of the Request For Proposal and that I/We shall be responsible for providing the agreed services under my/our company and not through any other person or Associate.
 - 10) I /We have studied Request For Proposal and all other documents carefully. We understand that I/we shall have no claim, right or title arising out of any documents or information provided to us by the Corporation or in respect of any matter arising out of or concerning or relating to the selection process including the award of the Project.
 - 11) I/We agree and understand the allotment procedure and do not have any reservations.
 - 12) I/We agree and undertake to abide by all the terms and conditions of the Request For Proposal. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Request For Proposal.
 - 13) I/we agree and understand that the additions/deletions/alterations of any of the terms and conditions of the Request For Proposal carried during the pre-bid meeting is binding on our part.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

(Application format)
ORGANIZATIONAL EXPERIENCE

LIST OF APPLICANT'S SIMILAR PROJECTS		
Sl.NO	PARTICULARS	DESCRIPTION
PROJECT-1:		
1.	Project Location/Area	
2.	Supplied Unique trees and numbers	
3.	Name & Address of the Department / Organization (Client)	
4.	Executed project cost (in Rs.)	
5.	Start date (month/year)	
6.	Completion date (month/year)	
7.	Certificate of completion enclosed (Yes / No)	
8.	Enclosed the photographs of the Unique trees at Project Area (Yes /No)	
PROJECT-2:		
1.	Project Location/Area	
2.	Supplied Unique trees and numbers	
3.	Name & Address of the Department / Organization (Client)	
4.	Executed project cost (in Rs.)	
5.	Start date (month/year)	
6.	Completion date (month/year)	
7.	Certificate of completion enclosed (Yes / No)	
8.	Enclosed the photographs of the Unique trees at Project Area (Yes /No)	

LIST OF APPLICANT'S SIMILAR PROJECTS		
Sl.NO	PARTICULARS	DESCRIPTION
PROJECT-3:		
1.	Project Location/Area	
2.	Supplied Unique trees and numbers	
3.	Name & Address of the Department / Organization (Client)	
4.	Executed project cost (in Rs.)	
5.	Start date (month/year)	
6.	Completion date (month/year)	
7.	Certificate of completion enclosed (Yes / No)	
8.	Enclosed the photographs of the Unique trees at Project Area (Yes /No)	

Signature of Applicant

Name & Designation of Signatory

Date:

The Applicant may add more sheets for demonstrating the project experiences. (Documentary proof of this information shall be attached).

FORMAT FOR FINANCIAL ELIGIBILITY

TURNOVER RELATED DATA *(All figures in INR Lakh)*

Description	Past Three Financial Years			Total turnover for last 3 years	Average Annual Turnover
	2015-16	2016-17	2017-18		
Turnover					

Financial Year: 1st April to 31st March or the particular accounting year followed and audited.

- Note: 1) The Applicant / Bidder shall submit the Qualified Chartered Accountant (CA) certified copy towards demonstrating the financial capability
- 2) The audited annual balance sheet of the firm in support of financial capacity shall be submitted.

SIGNATURE _____

NAME _____

DESIGNATION _____

DATE _____

**VI. FORMAT FOR FINANCIAL BID
SUBMISSION
(Annexure - B)**

Date:

Format for

To

**FINANCIAL
BID**

**The Chairperson &
Managing Director,**

Amaravati Development Corporation Limited, Vijayawada -520003.

Respected Madam,

**Sub:- Selection of Agencies / Contractors for Supply of Unique trees to ADCL/ Amaravati
Capital City Area in Andhra Pradesh - Submission of Financial tender – Reg**

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do hereby express

I/We, M/s. _____

my/our willingness to execute the aforesaid work as per the terms and conditions, standards specifications, rules, regulations, etc., stipulated in the Request For Proposal.

In response to the Request for Proposal, I/ We hereby offer our Financial Quote in Statement for Annexure- "B" for supply of one unique tree as per the specifications provided in the Request For Proposal. The ADCL to whom the unique trees supplied shall make the payment towards the supply of unique trees based on the number of Unique Tress supplied by us as stipulated in the Request For Proposal.

In case, our firm is selected as Preferred Bidder, we accept the payment schedule given in this Request For Proposal.

Yours faithfully

Signature of Applicant

Name & Designation of Signatory

Date:

Note: The Bidder shall quote the amount both in figures and words up to a maximum of two decimals. In case of any discrepancy between the financial quote quoted in figures and words, the financial quote quoted in words shall prevail.