



HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY

TENDER DOCUMENT

for

**SUPPLY OF VARIOUS TYPES OF PLANT MATERIALS
TO URBAN FORESTRY, HMDA**

SHORT TENDER NOTICE

**Director, Urban Forestry, Buddha Purnima Project
(BPP) Building, HMDA, #6-1-2/1, Tank Bund Road,
Hyderabad 500063**

August 2017

TABLE OF CONTENTS

SECTION	DESCRIPTION	Page No.
I	INVITATION FOR PROPOSAL	03
II	DATA SHEET	04
III	PREPARATION, SUBMISSION AND EVALUATION OF TENDERS	06
IV	GENERAL CONDITIONS AND TERMS OF REFERENCE	08
V	FORMATS FOR TENDER PROPOSAL SUBMISSION	17
VI	FORMATS FOR FINANCIAL PROPOSAL SUBMISSION (ANNEXURE - A & ANNEXURE - B)	22



HYDERABAD METROPOLITAN DEVELOPMENT
AUTHORITY Director, Urban Forestry, HMDA

(Short Tender Notification No. **Rc.No. 1514/1/ UF/HMDA/2016-17**, Dt.17. 08.2017)

I. INVITATION FOR PROPOSAL

- 1.1 Hyderabad Metropolitan Development Authority intends to select a bidder from amongst the eligible bidders (herein the “**Bidder**”) for undertaking “**Supply of various types (Shrubs, Trees & Palm Types) Plant Materials to Urban Forestry, HMDA**”, hereto (herein after referred to as the “**Project**”); Pursuant to the aforesaid, Bids are invited for **the Project** from the eligible Bidders.
- 1.2 A complete set of tender document can be downloaded from HMDA website www.hmda.gov.in. between 19.08.2017 to 24.08.2017. Tender schedule is indicated below:

Document download start date & time	: 19-08-2017 @ 10.30 A.M
Document download end date & time	: 24-08-2017 @ 2.00 PM
Last date & time of submission of tender [Bid Due Date]	: 24-08-2017 @ 3.00 PM
Date & time of Opening of Tender:	24-08-2017 @ 4.00 PM

- 1.3 Bids must be submitted not later than the due time and date specified above and in the manner specified in this Tender Document. The signed and stamped hard copies of the documents shall be submitted at the address given below.

Director, Urban Forestry,
Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063

- 1.4 The assessment of actual project costs will have to be made by the Bidders and the Authority bears no responsibility in this respect.
- 1.5 Terms and Conditions of the tender are detailed at the **Section: IV** of this tender document and shall be part of the Contract Agreement.
- 1.6 **A combination of Bidders is hereby expressly prohibited from submitting a Bid in form of consortium (Joint Ventures). No Bidder shall submit more than one Bid.**
- 1.7 Any entity which has been barred by the (central/ state Government, or any entity controlled by them) from participating in any and the bar subsists as on the date of Bid, would not be eligible to submit its Bid.
- 1.8 More tender details are provided in the DATA SHEET and subsequent sections below.
- 1.9 Interested Bidders are encouraged to visit the Project Office / Site at their own cost and completely satisfy themselves before submitting the tender. Any further information/ clarifications with regard to project can be obtained from the Director, Urban Forestry.
- 1.10 Interested Bidder should pay INR 5,000/- (Rupees Five Thousand only) Demand Draft (DD) towards the cost of the tender document

II. DATA SHEET

S.No	KEY INFORMATION	DETAILS
TENDER DOCUMENT DETAILS		
1.	Project	Supply of Various type (<i>Shrubs, Trees & Palm Type</i>) of plant materials to Urban Forestry, HMDA
2.	Authority	Hyderabad Metropolitan Development Authority (HMDA)
3.	Scope of Work	Defined in the Section VI of this document
4.	Earnest Money Deposit (EMD)	Bidder should pay INR 50000/- (Rupees fifty thousands only) Demand Draft (DD) drawn from any Nationalized Bank of India in favor of “ <i>Metropolitan Commissioner, HMDA</i> ” payable at Hyderabad towards the bid security / EMD & the same Original DD to be submitted along with the Bids.
5.	Cost of the Document (Non - refundable)	Bidder should pay INR 5,000/- (Rupees Five Thousand only) Demand Draft (DD) drawn from any Nationalized Bank of India in favor of “ <i>Metropolitan Commissioner, HMDA</i> ” payable at Hyderabad towards the cost of the tender document & the same Original DD be submitted along with the Bids.
TENDER CONDITIONS AND EVALUATION		
6.	Tender Validity	90 days from the Tender Due Date (TDD)
7.	Eligibility Criteria	<p>A) Proprietorship Firms / Partnership Firms / Registered Firms</p> <p>B) Proof of having registered nursery with local competent authority, Department of Horticulture, Govt. of Telangana / A.P / India or any other Govt. Department or with Hyderabad nurseries consortium or Indian Nursery Men Association</p> <p>C) Proof of supply of any plant material to any State / Central / PSU Government organization in any one year during the last five years.</p>
8.	Tender Evaluation	<p>a) Technical Evaluation of bidders that meet the eligibility criteria will only be undertaken. Bidders not meeting the eligibility criteria are deemed to be disqualified from further tender evaluation process.</p> <p>b) Financial Evaluation: Price bids of technically qualified firms will only be opened and evaluated.</p>
9.	Criteria for selection of Bidder/s	The sole criterion for selection of the Bidder/s is the <u>lowest rate quoted for an Items / Species among the rates quoted by all the technically qualified bidders for that item/ species indicated in their ANNEXURE - B of financial bids.</u>

S.No	KEY INFORMATION	DETAILS
DOCUMENTS IN TENDER SUBMISSION		
10.	Outer Envelope	Outer Envelope shall contains two separate covers clearly mentioned as below: a) Technical (Cover - A) b) Financial Tender (Cover - B)
11.	Technical (Cover - A)	To be submitted as per formats provided in the tender document 1. Checklist of Technical Bid submission 2. Application letter 3. A copy of registration of nursery with local competent authority, Department of Horticulture, Govt. of Telangana / A.P / India or any other Govt. Department or with Hyderabad nurseries consortium or Indian Nursery Men Association 4. Copies of work Orders (or) completion certificates (or) any proof of supply of plant material to any State / Central / PSU Government organization shall be submitted towards meeting Eligibility Criteria as defined in S. no 7.C. of the Data Sheet. 5. Original Demand Draft towards EMD / Bid Security. 6. Copy of PAN card of the Firm/ Bidder 7. Original DD towards the cost of the tender document 8. Copy of latest Income Tax returns certificate preceding bid due date.
12.	Financial Tenders (Cover - B)	Bidders shall be required to submit their Financial Tenders in the formats (ANNEXURE - A & ANNEXURE - B) provided in the Tender Document duly filled, signed and stamped on their letterhead.
13.	Address for Submission	Director, Urban Forestry, Buddha Purnima Project, HMDA #6-1-2/1, Lumbini Park, Near Tank Bund Road, Buddha Purnima Project (BPP), HMDA, Hyderabad - 500063.Tele no: 040-23450502

III. PREPARATION, SUBMISSION AND EVALUATION OF TENDERS

3.1 GENERAL

- a. The Bids shall be submitted in two covers ~ 1.Technical Bid (Cover -A) and 2.Financial Bid (Cover - B). These two sealed covers shall be enclosed in an outer envelope highlighting the project name, bidder name & address. The sealed proposal (outer envelope) shall be addressed to Director, Urban Forestry, HMDA and submitted in person/ by post/ by courier at the Director Urban Forestry Office, Lumbini Park, HMDA.
- b. Bidders shall invariably furnish Original Demand Drafts towards EMD and tender document cost (Rs. 5000/-) in terms of this Tender Document to the Authority before opening of Bids either personally or through courier or by post within the stipulated time. HMDA shall not take any responsibility for any delay and non receipt of the above.
- c. Bidders shall bear all costs associated with the preparation and submission of its Bids, including any site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The Authority shall not be responsible or liable for any such costs incurred.
- d. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive / at sole discretion of HMDA.
- e. All communication and information shall be provided in writing and in English language only.
- f. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

3.2 Submission of Documents towards Technical Tender - Cover - A

The documents listed in the Sl no.11 of Data sheet shall be submitted by the Bidders, towards technical part of the tender & along with the Checklist for technical bid submissions.

3.3 Submission of Documents towards Financial Tender - Cover - B

Bidders shall be required to submit their Financial Tenders in the prescribed formats ANNEXURE - A & ANNEXURE- B (indicated in sl. no 12 of Data sheet) provided in the tender document duly filled, signed and stamped on their letterhead.

3.4 Opening and Evaluation of Technical Bids

1. The Director, Urban Forestry, HMDA or his authorized representative will open all the Tenders received on the specified date mentioned in the tender document. In the event of the specified date of Tender opening being declared a holiday for the Government, the Tenders will be opened at the specified time and location on the next working day.

2. Each Bidder proposal will be given a number in the ascending order and will be recorded against total number of tenders. For instance, if the total number of proposals received is five, the first proposal will be recorded as 1/5, the second as 2/5 and so on.
3. Prior to Technical evaluation of Bids, the Authority will determine whether the Bid is accompanied by the required EMD.
4. Subject to confirmation of the EMD by the issuing bank, the Qualification Bid accompanied with valid EMD will be taken up for determination of responsiveness of the Bid in terms hereof
5. Bid shall be considered responsive only if:
 - a) It is received by the Bid Due Date including any extension thereof in terms of this Tender Document;
 - b) It is signed, sealed and marked as stipulated in of this Tender Document in terms of this Tender Document;
 - c) It contains all the documents in the formats prescribed in this Tender Document;
 - d) It contains DDs towards EMD and Cost of the tender document
6. Evaluation of Technical Tenders will be taken up only if the bidder meets the eligibility criteria as mentioned in the data sheet.
7. The other documents submitted towards technical tender will be opened in the ascending order (1/5, 2/5, etc.) and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. HMDA shall take a decision at its sole discretion with regard to tenders without any of the said documents or documents submitted in any other format other than the prescribed.

3.5 Evaluation of Price/ Financial Tenders

1. The Director, Urban Forestry or the Committee appointed by the DUF will evaluate and compare the price Tenders of all the technically qualified Bidders only.
2. The Financial/ Price Tenders shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Tender format/requirements, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such firm will be eliminated from further evaluation process.
3. Evaluation of financial tenders shall be in accordance with the point nos. 8 & 9 of Data Sheet.

IV. GENERAL CONDITIONS & TERMS OF REFERENCE

1. Only those who are supplying plant materials throughout the year on a commercial basis are expected to apply and participate in the tender.
2. The opening of applications will be held at the place, on the dates and as per the schedule displayed in the Notification / Advertisement or as informed by HMDA in the presence of the applicants.
3. The bids submitted by the bidders who fulfill all the conditions of the tender document and technically qualified only will be considered/ opened.
4. While quoting the rates for the supply of plants, the rates shall be inclusive of cost of plants, transportation to the plantation sites / parks / work spots, taxes, loading & unloading charges and other charges etc.
5. Based on the lowest rate quoted by the bidder / nursery owner, HMDA will issue supply order for supply of plant materials for a fixed minimum quantity as per the requirement of HMDA subject to availability & quality of materials with the nursery (bidder) which shall be binding on the bidder. The discretion of allotment of supplies to other bidders at the lowest rate lies with HMDA.
6. The Bidders/nursery owners shall quote rate for each plant and no. of plants that will be supplied in a prescribed format (**ANNEXURE -B**) along with the tender application form.
Note: The Bidders should quote for a minimum number of individual species (Plant material) or more not exceed the overall individual species requirement of HMDA as specified in ANNEXURE - B of financial bid.
7. Award / Entrustment of supply of indicated items / species in **ANNEXURE- B** will be limited to the quantity indicated by a bidder as its capacity or less, but the rate will be the lowest rate among the rates quoted entrustment. If rate quoted by a bidder happens to be the lowest for an item /species, the selected Bidder is bound to supply the quantity indicated by him / her for that item or such quantity as stated in clause 08 below, if entrusted to the Bidder by the HMDA. Failure do so will entail forfeiture of his / her Earnest Money Deposit and Security deposit.
8. Further, if a Bidder happens to have quoted lowest rate for an item / species / among all the bidders, the Bidder will be assured entrustment /award (*subject to the terms and conditions of the tender document*) of minimum quantity indicated by the bidder in its financial bid (**ANNEXURE-B**) of total quantity of that item / species/ indicated in his /her tender for that item /specie whichever is the least.
9. **Sole Criteria for selection of Bidder/ entrustment of work:** The lowest rate quoted by any Bidder for an item/ species among the rates quoted by all the technically qualified bidders for that item / species (*indicated in their ANNEXURE – B of financial bids*) which will be considered for entrustment. Quantity of entrustment will be subject to the clause 08 above.

10. Bidders have to produce sample plants to verify the specifications , if ask to do so before the committee.
11. Entrustment of work will be done for an items / species to such bidders who give willingness to supply the items / species at the rates fixed as per clause 09 above even though the bidder had not quoted lowest for that item/s. Quantity of entrustment will be decided by the HMDA subject to clause 08 above.
12. **Performance Security Deposit:** The successful Bidder/s for any item of work shall pay an amount of 2 ½% (Two and Half Percent) of the value of entrustment of work duly adjusting the EMD paid. This is the precondition for entering into the agreement. This payment shall be in the form of Demand Draft (DD) drawn from any Nationalized Bank of India in favor of “*Metropolitan Commissioner, HMDA*” payable at Hyderabad towards the Performance security.
13. Metropolitan Commissioner, HMDA reserves the right to cancel the tender without notice.
14. EMD of technically disqualified bidders will be returned on the same date.
15. EMD & other deposits (Security Deposit etc.,) submitted by the successful Bidder/s shall not carry any interest.

16. Interpretation:

- 15.1 In interpreting these Conditions of Contract, **singular also means plural, male also means female, and vice-versa**. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The officer in charge will provide instructions clarifying queries about the conditions of Contract.
- 15.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor’s Tender (Technical bid)
 - 4) Conditions of contract
 - 5) Specifications
 - 6) Bill of quantities (Price-bid)
 - 7) Any other document listed as forming part of the Contract.

16. Officer-in-Charge’s Decisions:

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

17. Delegation:

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

18. Communications:

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

19. Sub-contracting:

No sub-Contracting or sub-letting is allowed.

20. Personnel of Successful Bidder:

The Successful Bidder shall employ the required number of personnel.

21. Successful Bidder's Risks:

- 21.1 The successful Bidder / nursery owner shall possess necessary Insurance coverage for the vehicles, equipment, man power, plant material etc involved in the work under the contract with HMDA. All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract, are the responsibility of the Successful Bidder.
- 21.2 In case of failure to act in the above manner, the department will recover the amounts from the successful Bidder's payments.

22. Safety:

The Successful Bidder shall be responsible for the safety of all activities involved in the project.

23. Scope of Work including Technical Specifications:

- a. Bidder should supply the various type of plant materials strictly as per the specifications mentioned in the tender. (See ANNEXURE - B). Bidder should quote rate for each individual items /species of plant materials.

Note: The Bidders should quote for a minimum number of individual species (Plant material) or more not exceed the overall individual species requirement of HMDA as specified in ANNEXURE - B of financial bid.

- b. The Bidder shall supply various type of plant materials indicated in the ANNEXURE - B should be preconditioned. And the container should have proper pot mixture of red earth / black earth, sand, farm yard manure.
- c. The various types of plant materials supplied shall be of robust, healthy and free from pests and diseases and shall have good foliage & without any damage.

- d. The supplied various types of plant materials which are not conforming to the specifications shall be rejected outright and the bidder shall have no right to claim what so ever on such supplies. It is a responsibility of bidder to collect such rejected plants materials from unloading points.
- e. The decision of quality of said plant materials supplied lies with HMDA and shall be binding on the successful Bidder / bidder.
- f. Height of the said plants shall be measured from the top of the poly bag to the tip of the seedling.
- g. The soil of the poly bags to be supplied shall be intact. And the roots of the plant material to be supplied shall not be exposed.
- h. The said plants to be supplied shall not show any withering / wilting symptoms at any time of delivery.
- i. The responsibility of the Successful Bidder includes loading and unloading of these said plant materials with required number of skilled persons without damaging the plants.
Transit losses will have to be borne by the bidder only.
- j. The Successful Bidder shall supply the said plant materials at various work spots under HMDA limits as per the instructions of Officers of HMDA.
- k. The various types of plant materials to be supplied by the successful Bidder shall be strictly as per specifications mentioned in the **ANNEXURE - B** and shall be healthy, free from diseases, weed and shall have good foliage. The plant materials to be supplied by the Successful Bidder are subject to verification for quality by the concerned officer of HMDA before supplying the same to HMDA. Only those plants which are certified for quality by the concerned Officers of HMDA will be accepted.
- l. All the said plant materials supplies shall be subject to inspection, examination and testing at all times and stages during the process of supply and planting by the HMDA and the HMDA shall have the right to reject and order for removal and replacement of any defective material or require its correction and rectification. The onus shall be on the bidder to get such inspections carried out and obtain such approvals. If the bidder fails to comply with these requirements, then all additional or redoing of supplies necessitated as a consequence thereof shall be at the bidder's cost and expense. No inspection or approval shall relieve the bidder of any of his responsibilities, obligations and liabilities under the contract.

24. Scope, Extent & Intent.

- a. The Successful Bidder should take up and carry out the work under the tender in every respect and the work shall include the supply of Plant Materials and everything else necessary for the proper execution and successful continuation of the work in accordance with the contract documents and to the discretion and satisfaction of the HMDA. The Successful Bidder shall be fully responsible and liable for everything and all matters in

connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the work.

- b. The tender documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the tender documents that the successful Bidder shall perform certain work or provide certain facilities, it is understood that the Successful Bidder shall do so at his own cost. Materials or work described in words, which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards as are applicable.
- c. The extent of work includes the components & specifications of ANNEXURE - B / Agreement. The Successful Bidder should supply the Plant Materials as per specifications of the tender/contract agreement anywhere in HMDA limits as directed by the Officer Concerned.

25. Execution of Agreement:

- a. The successful Bidder/s shall execute an agreement on Rs.100/- non-judicial stamp paper within seven days from the date of issue of acceptance/confirmation of tender as per the terms and conditions and other norms laid down by Hyderabad Metropolitan Development Authority (HMDA).
- b. The Success Bidder shall pay the performance security deposits indicated in the clause IV. 11 of this tender document.
- c. If the Bidder/s fails to sign the prescribed agreement within TEN DAYS of order to commence the work, the Earnest Money Deposit and Security deposit paid shall be forfeited.

26. Transfer of Contract or Sub-leasing:

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

27. Discretionary powers of the Metropolitan Commissioner, HMDA

- a. The Metropolitan Commissioner, HMDA reserves the right to accept or reject any tenders without assigning any reason. The decision of the Metropolitan Commissioner, HMDA will be final and binding.
- b. In case of any dispute arising during the process of tender, during the period of contract, the decision of the Metropolitan Commissioner, HMDA will be final and binding on the bidder.
- c. The decision of Metropolitan Commissioner, HMDA with regard to the quality of the Plant Materials supplied will be final and binding.

- d. The Metropolitan Commissioner, HMDA will have right to issue directions from time to time for replacement of plant materials which are not confirming to contract conditions and such directions are binding on the part of the bidder.
- e. The Metropolitan Commissioner, HMDA reserves the right to withdraw or cancel agreement / contract with seven days notice in case of inferior quality supplies by the bidder / failure in supply the plant material in stipulated time by the bidder.
- f. For violation of any terms and conditions by the bidder, the Metropolitan Commissioner, HMDA shall have the right to cancel the agreement / contract with seven days advance notice and the action initiated by the Metropolitan Commissioner, HMDA shall be binding on the bidder.
- g. The acceptance of tender shall rest with the Metropolitan Commissioner, HMDA who does not bind to accept the lowest tender and reserves to the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non-acceptance of any tender shall not make the bidder(s) liable for compensation or damages.

28. Compliance of other laws & Acts

- a. The bidder shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations such as payment of wages Act 1948, Employees Liability Act 1938, Workmen’s Compensation Act 1923, Industrial Disputes Act, 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulations and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The bidder shall assume liability and shall indemnify the HMDA from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. In general, in respect of all labour directly or indirectly employed in the work for the performance of bidder’s part of the Contract, the bidder shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The bidder shall pay to labour employed by him wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities.
- b. The bidder shall include in the tender amount all expenses necessary to meet his obligations for making contributions towards employee’s benefits funds (such as provident fund, ESI benefits, old age pension and / or any other benefits / compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the bidder and are to be produced for scrutiny by the concerned authorities whenever called for.

29. Indemnity

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

30. Standards of conduct

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

31. Payment terms & conditions:

- a. Bills to the Successful Bidder will be paid after completion of supplies and after issuance of certificate by the officer concerned regarding proper execution of the work i.e., supply of Various types of plant materials to the satisfaction of HMDA as per specifications for the said month.
- b. All the applicable taxes, cess etc. applicable in the state of Telangana shall be deducted from the successful bidder/s bills and shall be binding on the bidder.
- c. Any recovery advised by the officers of HMDA etc., due to non- fulfillment of contract conditions shall be recovered from the successful Bidder's bills or EMD etc., as the case may be.

32. Penalties / Forfeitures:

- a. In case the successful Bidder/s withdraws during the continuance of contract period due to any reason, the Earnest Money Deposit and performance security deposit stands forfeited.
- b. If it shall appear to the HMDA during the progress of the supply of plant material that any supplies have been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by the bidder for the execution of the supplies are unsound or of a quality inferior to that

contracted for or otherwise not in accordance with the contract, the bidder shall, on demand in writing from the HMDA specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and re-execute the work so specified in whole, or in part as the case may require as the case may be, remove the materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the HMDA in his demand aforesaid, the HMDA may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the bidder, and deduct the expenses from the sums that may be due at any time thereafter may become due to the bidder.

- c. If the HMDA deems it inexpedient to get corrected or rectified any work of the bidder which is defective or damaged or of substandard quality or is generally not in accordance with the contract documents, then an equitable and appropriate penalty shall be levied thereof on the bidder, and the HMDA's decision in this respect shall be final and binding on the bidder.
- d. The bidder has to supply the plant material strictly within stipulated time as mentioned in the work orders or service level agreement failing which the bidder will be levied a penalty of 1% of the contract value for every (03) days subject to maximum of (09) days. If the bidder fails to supply the plant material even after (09) days the contract will be terminated and the bidder will be black listed and EMD will be forfeited.

33. Settlement of disputes:

- a. If any dispute of difference of any kind whatsoever arises between the department and the successful Bidder in connection with, or arising out the contract, whether during the progress of the works or after their completion and whether before or the after the termination, abandonment or breach of the contract, it shall be in the first place, be referred to and settled by the Director, Urban Forestry, HMDA who shall, within a period of thirty days after being requested by the successful Bidder to do so, give written notice of his decision to the successful Bidder. Upon receipt of the written notice of the decision of the Director, Urban Forestry, HMDA the successful Bidder shall promptly proceed without delay to comply with such notice of decision.
- b. If the Director, Urban Forestry, HMDA fails to give notice of his decision in writing within a period of thirty days after being requested or if the successful Bidder is dissatisfied with the notice of the decision of the Director, Urban Forestry, HMDA, the successful Bidder may within thirty days after receiving the notice of decision appeal to the department who shall offer an opportunity to the successful Bidder to be heard and to offer evidence in support of his appeal, the department shall give notice of his decision within a period of thirty days after the successful Bidder has given the said evidence of support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the department in respect

of every matter so referred shall be final and binding upon the successful Bidder and shall forthwith be given effect to by successful Bidder, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereafter provided, or not. If the department has given written notice of the decision to the successful Bidder and no claim to arbitration, has been communicated to him by the successful Bidder within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the successful Bidder. If the department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the successful Bidder be dissatisfied with any such decision then and in any such case the successful Bidder within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

34. Settlement Of Claims:

- a. Settlement of claims for Rs. 50,000/- and below by Arbitration. All disputes or difference arising of or relating to the contract shall be referred to the adjudication as follows:

Sl. No.	Value of Claim	Panel of Arbitrators.
a)	Up to 25,000/-	Director, Urban Forestry, HMDA
b)	Above 25,000/- and up to 50,000/-	Metropolitan Commissioner, HMDA
c)	Above 50,000/-	They shall be decided by the Civil Court of Competent Jurisdiction by way of Regular suit and not by arbitration.

- b. The arbitration shall be conducted in accordance with the provision of India Arbitration and Conciliation Act 1996 or any statutory modification thereof. The arbitrator shall state his reasons in passing the award.
- c. A reference for adjudication under these clauses shall be made by either party to the contract within six months from the date of intimating the successful Bidder of the preparation of final bill or his having accepted payment.
- d. The relevant clauses of Telangana detailed standard specification stand modified to the extent provided in the clause.

NOTE Claim means all claims in that contract.

**FORMATS FOR
TECHNICAL TENDER SUBMISSION**

CHECKLIST FOR TECHNICAL BID SUBMISSIONS

SNo.	Enclosures to the technical bid Proposal	Status (Submitted / Not Submitted)
1.	Application letter	
2.	A copy of registration of nursery with local competent authority, Department of Horticulture, Govt. of Telangana / A.P / India or any other Govt. Department or with Hyderabad nurseries consortium or Indian Nursery Men Association	
3.	Copies of work Orders (or) completion certificates (or) any proof of supply of plant material to any State / Central / PSU Government organization in any one year during the last five financial years.	
4.	Original Demand Draft (DD) towards EMD / Bid Security	
5.	Copy of PAN card of the Firm/ Bidder	
6.	Original DD towards the cost of tender document	
7.	Copy of latest Income Tax returns certificate preceding bid due date.	

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Place:

APPLICATION LETTER (LETTER OF PROPOSAL)

To
Director, Urban Forestry,
Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063

Dear **Sir,**

Sub: HMDA - UF - Supply of Various types of plant materials (*Shrubs, Trees and Palm type*) to Urban Forestry, HMDA - Application Letter Reg.

-oOo-

In response to your Notice Published in the Daily Newspapers and in the HMDA's website, I / we submit my / our application as follows.

1. Name of the applicant's : _____
(Proprietor/ Partnership/ Registered firm) (In BLOCK LETTERS)
2. Address of the applicant : _____

- Tel No : Off: _____ Resi: _____
3. Present business/occupation : _____
4. PAN Card No : _____
5. Details of the EMD paid : Amount Rs. _____, DD No: _____
Date: _____, Bank _____
6. Further, I/We acknowledge that the Authority will be relying on the information provided in the Tender (RFP) and the documents accompanying the Proposal for selection of the Successful Bidder, and we certify that all information provided in the Tender and in the Appendices 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.
7. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating our Tender.
8. I / We acknowledge the right of the Authority to reject our tender without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

9. I/We declare that:
- a) I / We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority;
 - 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 tender document issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender Document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
10. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the Bidder, without incurring any liability to the Bidder in accordance with the Tender Document.
11. I/We agree and understand that the tender is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.
12. In the event of my/our firm being selected as the Successful Bidder, I/we agree and undertake to provide our services in accordance with the provisions of the Tender Document on our own and not through any sub Contractor or associate or any others.
13. I/We have studied tender document and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Project.
14. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Place:

**FORMATS FOR
FINANCIAL TENDER SUBMISSION**

FINANCIAL PROPOSAL

[On the Letter head of the Firm]

Date:

To
The Director, Urban Forestry,
Buddha Purnima Project (BPP) Building, HMDA,
#6-1-2/1, Tank Bund Road, Hyderabad 500063

Sub: HMDA - UF – Supply of Various types (*Shrubs, Trees and Palm type*) of plant materials to Urban Forestry, HMDA – Reg. – Financial Proposal - Reg.

Dear Sir,

As a part of the Proposal for Supplying of Various types (*Shrubs, Trees and Palm type*) of plant materials to Urban Forestry, HMDA, we hereby submit the quotation for individual items / species of said plant materials in ANNEXURE – B to the Hyderabad Metropolitan Development Authority (HMDA).

We abide by the quote for individual items / species indicated in ANNEXURE - B, terms and conditions of the tender document, if HMDA selects us as the successful Bidder for this particular project.

We abide to the below indicated sole criteria of selection of successful Bidder;

“The lowest rate quoted by any Bidder for an item /specie among the rates quoted by all the technically qualified bidders for that item /specie (indicated in their ANNEXURE – B of financial bids) which will be considered for entrustment”

We agree that this offer shall remain valid for a period of Ninety (90) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the firm's proposal

ANNEXURE - B

Required Items / Species and its Specifications

S. No	Name of the species	Specifications	Quantity required	Minimum qty to supply	No of plants proposed to supply	Rate offered per item/species	Amount
Shubs type plant Material							
1	Pagoda	Height 7ft and above, collar dia 3.5 to 4cm with good crown, 18'x18' bag size,	5000	2000			
2	Neerium	Height 1.5 ft and above, healthy 7x8 and above bag size, with clear bole height 9 inches	10000	5000			
3	Golden Duranta	Height 1.5 ft and above, healthy 6'x7' and above bag size with good crown	50000	25000			
4	Acalipha Red (twisted/plain)	Height 1.5 ft and above, healthy 7'x8' and above bag size, with clear bole height 9 inches, 4 branches.	20000	2500			
5	Acalipha Green (twisted/plain)	Height 1.5 ft and above, healthy 7'x8' and above bag size, with clear bole height 9 inches, 4 branches.	20000	10000			
6	Acalipha Brown (twisted/plain)	Height 1.5 ft and above, healthy 7'x8' and above bag size, with clear bole height 9 inches, 4 branches.	10000	5000			
7	Inermia	Height 1.5 ft and above, healthy 6'x7' and above bag size with good crown	15000	8000			
8	Almonda	Height 1.5 ft and above, healthy 6'x7' and above bag size with good crown	4000	2000			
9	Hemilia petens	Height 1.5 ft and above, healthy 6'x7' and above bag size with good crown	15000	8000			
10	Gilphimia	Height 1.5 ft and above, healthy 6'x7' and above bag size with good crown	15000	8000			
11	Nandivardhanam	Height 1.5 ft and above, healthy 6'x7' and above bag size with good crown	15000	8000			

Avenue Plant Material							
1	Gulmohar	Height 12 ft and above, healthy 18x18 and above bag size, with collar dia 4'	5000	2500			
2	Peltoform	Height 12 ft and above, healthy 18x18 and above bag size, with collar dia 4'	5000	2500			
3	Marri	Height 12 ft and above, healthy 18x18 and above bag size, with collar dia 4'	2000	1000			
4	Bauhinia Blackiana	Height 8 ft and above, healthy 15x16 and above bag size, with collar dia 3.5'	2000	1000			

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title, Address, Date)

