



GOVERNMENT OF TELANGANA
PUBLIC HEALTH AND MUNICIPAL ENGINEERING
DEPARTMENT

BID DOCUMENT

CONTRACTOR

SUPERINTENDING ENGINEER
PUBLIC HEALTH, WARANGAL



**GOVERNMENT OF TELANGANA
PUBLIC HEALTH AND MUNICIPAL ENGINEERING DEPARTMENT**

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BID DOCUMENT

VOLUME - I

NAME OF WORK : **Water Supply Improvement Projects in
Greater Warangal Municipal
Corporation under AMRUT.**

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**NOTICE INVITING TENDER
(NIT)**

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**GOVERNMENT OF TELANGANA
PUBLIC HEALTH AND MUNICIPAL ENGINEERING DEPARTMENT**

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NOTICE INVITING TENDERS (NIT)

NIT NO.345/SE/PH/WGL/WSIPs/AMRUT/Warangal/16-17

Dated: -02-2017.

NOTICE INVITING TENDER

1.	Authority / Department Name	:	Public Health & Municipal Engineering Department
2.	Circle / Division	:	Public Health Circle, Warangal
3.	Tender Number	:	
4.	Tender Subject	:	Water Supply Improvement Projects in Greater Warangal Municipal Corporation under AMRUT.
5.	Estimated Contract Value (INR)	:	Rs.4910985068.00
6.	Period of Completion	:	Eighteen Months including monsoon
7.	Defect Liability Period	:	5 Years
8.	Mode of Contract	:	Lump Sum contract
9.	Tender Type	:	Open
10.	Tender Category	:	Works
11.	Bid Security/EMD	:	Rs.49109900.00
12.	Bid Security/ EMD	:	Bid Security / EMD in the shape of Crossed Demand Draft drawn in favor of PAO Warangal (Urban) or unconditional and irrevocable BG pledged in favour of Superintending Engineer (PH) Circle, Warangal from any Nationalized / Scheduled Bank to be valid for a period of 6 months from the date of bid notice.
13.	Tender Fee	:	(0) INR
14.	Tender fee payable to	:	Not Applicable
15.	Bid document download start date	:	As per published NIT
16.	Pre-bid Meeting Date	:	03-03-2017 @ 11.00 AM Venue : Office of the SE PH Circle, Warangal
17.	Last date for Queries	:	Up to 11.00AM pre-bid meeting date:
18.	Response to Queries	:	Three days from pre-bid date
19.	Bid document Download End Date	:	15-03-2017 @ to 3.00 PM
20.	Last date & Time for receipt of Bids	:	15-03-2017 @ to 3.30 PM
21.	Technical Bid Opening Date	:	15-03-2017 @ 4.00 PM
22.	Price Bid Opening Date	:	20-03-2017 @ 11.00 AM
23.	Place of Tender opening	:	Superintending Engineer (PH), Circle Warangal,
24.	Officer Inviting bids	:	Superintending Engineer (PH), Circle, Warangal
25.	Address	:	O/o Superintending Engineer (PH), Circle Warangal, H.No.1-8-71, Near Children's Park, Balasamudram, Hanamkonda, Warangal (urban)
26.	Email ID	:	sephwgl@yahoo.com
27.	Contact Details	:	Cell Nos. 9849906309, 9849987556
28.	Bid validity period	:	120 Days
29.	Joint Venture	:	Joint Venture is allowed and shall be limited to (3) members / partners only. JV MOU shall be submitted along with the Bid

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30. **Eligibility and Qualification Criteria for opening Price Bid:**

a) The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together to implement the Project. However, **NO** Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder (JV). The term Bidder used herein would apply to both a single entity and a Joint Venture.

b) Joint Venture Eligibility Conditions

- i) Joint Ventures (JV) will be considered. However, JV shall be limited to three partners only.
- ii) One of the members of the JV shall be its lead member who shall have majority (at least 51%) share in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to 3 members.
- iii) Duration of the Joint Venture Agreement - shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability period after the work is completed.
- iv) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- v) Joint Venture Memorandum of Understanding (Statement VIII) signed by all the partners on Rs. 100 Stamp paper shall be submitted & uploaded along with the Tender Document. The name of the lead member shall be clearly indicated in the MOU.
- vi) In case of JV, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as Non-responsive and the bidder will be suspended from participating in the tenders on e- procurement platform for a period of 3 years.
- vii) The constitution of the JV Firm shall not be allowed to be modified after submission of the tender by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this requirement would render the offer invalid.
- viii) Similarly, after, the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions. Approval for change of constitution of JV Firm shall be at the sole discretion of the Authority/ department. However, the Lead Member shall continue to be the Lead Member of the JV Firm.
- ix) All the JV partners will be jointly and severally liable for execution of the project in accordance with General and Special Conditions of the Contract.
- x) The JV members shall also be liable jointly and severally for the loss, damage caused to the Authority during the course of execution of the contract or due to non-execution of the contract or part.
- xi) The Lead member would be responsible for the successful implementation of the Project.
- xii) Power of Attorney for Lead Member of Joint Venture shall be enclosed as per the format provided in the bid document. (Section IV- Forms and Securities)
- xiii) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Authority) in respect of the said tender / contract.
- xiv) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted & uploaded :

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- a. Notary certified copy of the Partnership Deed
- b. Consent of all the partners to enter into the Joint Venture /Agreement on a stamp paper of appropriate value (in original).
- c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- xv) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed & uploaded :
 - a. Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- xvi) In case one or more members is/are limited companies, the following documents shall be submitted & uploaded :
 - i) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - ii) Copy of Memorandum and Articles of Association of the Company.
Power of Attorney by the Company authorizing the person to do/act on behalf of the company.

c) Registration:-

Civil Contractors/Contracting firms/Companies formed under companies Act having registration with Government of Telangana / erstwhile Govt. of Andhra Pradesh in appropriate eligible class as per the G.O.Ms.No.94, I & CAD (PW-COD) Dept., Dt.: 1.7.2003 and its subsequent amendments as per the following G.Os

- i. G.O.Ms.No.178, I& CAD (PW-C&D) Dept., Dt. 27-09-1997.
- ii. **G.O.Ms.No.132, I& CAD (PW-Reforms) Dept., Dt.: 11-08-1998.**
- iii. G.O.Ms.No.08, T, R&B Dept., Dt.08-01-2003.
- iv. G.O.Ms.No.94, I & CAD (PW_COD) Dept. Dt. 1-7-2003.
- v. G.O.Ms.No.130, I & CAD (PW-Reforms) Dept., Dt.22-05-2007
- vi. G.O.Ms.No.66, I&CAD (Reforms) Dept., Dated: 20-04-2015.

d) The bidder should further demonstrate and upload:

- i) Bid Security / EMD **For Rs.49109900.00** in the shape of Crossed Demand Draft drawn in favor of **PAO Warangal (Urban)** or unconditional and irrevocable BG pledged in favour of Superintending Engineer (PH) **Circle, Warangal** from any Nationalized / Scheduled Bank to be valid for a period of 6 months from the date of bid notice.
- ii) Latest IT returns & Pan card
- iii) VAT registration

e) Physical Requirement

The Bidder including his JV partners (Collectively or individually) should have executed the following minimum quantities of items given below in any one financial year during the last ten financial years **2006-07 to 2015-16** as follows.

- i) Supply, laying, jointing & testing of pipeline work like **MS / DI/ HDPE /BWSC / PSC / GRP /CI of 100mm and above dia** for a length of **678.224 km.**
- ii) Construction of RCC water storage structures like **ELSRs / OHBRs / ELBRs / GLSRs/GLBRs/Sumps** for a capacity of not less than **8516.67 KL.**

f) Financial Requirement:

- i) The bidder including his JV Partners (collectively or individually) should have satisfactorily completed similar nature of works of value not less than **Rs.16369.95 Lakhs** as a prime contractor in any one financial year during the last ten financial years i.e. 2006-07 to 2015-16 updated to 2016-17 price level. To bring the value of works to 2016-17 price level, a weightage of 10% per year will be considered.

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- ii) The bidder should produce liquid asset / credit facilities / solvency certificates from any Indian Nationalized / Scheduled Banks of value not less than **Rs.8184.98 Lakhs**

g) Bid Capacity :-

The assessed available bid capacity of Bidders including his JV Partners (collectively or individually) as per formula (2AN-B) shall be greater than the estimated contract value.

A = Maximum value of civil engineering works executed in its name in any one financial year during the last Ten financial years (updated to current Price level i.e 2016-17 price level) taking into account the works completed as well as works in progress.

N= Number of years prescribed for completion of the work for which Tenders are invited

B= Value of Existing commitments and ongoing works to be completed during the period of completion of work for which Tenders are Invited.

Annual Financial turnover and cost of completed works of previous years, shall be updated by giving weightage of 10% per year to bring them to current price level i.e. 2016-17 price level.

h) Availability of Key and Critical Equipment

The bidder should furnish the availability of (either owned or leased) the following Key and critical equipment required for the work.

Equipment Type required	Capacity	Qty Required.
Tippers	5 cum	4 No's
Excavators (JCB)	1 /2 cum	4 No's
Cranes for laying pipes	2 T	4 No's
Concrete mixer with hopper	200 Ltrs	4 No's
Concrete Pin / plate vibrators	NA	8 No's
Water Tankers	5000Ltrs	2 No's

The bidder should furnish an undertaking / declaration on a non-Judicial stamp paper, worth Rs. 100 / - for the Availability of Key and critical equipment (either owned or leased).

i) Availability of Key Technical personnel with adequate experience.

The bidder should furnish the availability of the following Key technical personnel.

Qualification	Min. Exp.	No. of Persons
Graduate Engineer (Civil)	5 Yrs	4 Nos.
Diploma Engineers (Civil)	5 Yrs	8 Nos.

j) Other requirements :-

1. In case the bidder had sub contracted a portion of the work in terms of GOMs No 94 I& CAD dt 1-7-2003, the Sub-contractor / GPA holder's experience shall not be taken into account in determining the bidder's compliance with qualifying criteria. However, the experience gained in his name as a subcontractor, shall be taken in to account in determining bidder's compliance with qualification criteria, if it is as per GO .M S .No .94 I &CAD Dt 1-7-2003.
2. The Experience gained in a JV firm to the extent of the bidder's share shall be considered
3. Corporate debt restructuring / strategic debt restructuring (CDR/SDR):- The bidders who have applied for / availed corporate debt restructuring / strategic debt restructuring (CDR/SDR) in last five financial year (**2011-12 to 2015-16**) are not eligible to participate in the bid. In regards to the above clause a certificate issued by the chartered accountant shall be uploaded by the bidders. The certificate issued by the CA shall be in the current financial year i.e., **2016-2017**.
4. If the bidder is not a manufacturer of pipes as specified in BOQ Schedule A. Part I, He should furnish 'U' form obtained from reputed /principal manufacturers of pipes having BIS license.
5. Proportinate quantities in respect of **ELSRs / OHBRs / ELBRs / GLSRs/GLBRs/Sumps** will be considered based on value of work completed in that particular year when the work is spread over in more than one year.

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6. The bidder should enclose experience certificate issued by Engineer in Charge of this State/central Govt. Depts./undertaking not below the rank of Executive Engineer or equivalent and countersigned by the officer of the rank of Superintending Engineer.
7. The experience certificates should clearly indicate the date of commencement of work, date of completion, Financial Year-Wise Breakup of the values of similar works done and physical quantities/ Items executed.
8. The technical evaluation and the responsiveness of the bidders shall be determined solely based on the uploaded certificates.

31. The bidder is subjected to be blacklisted and the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years, if he is found to have misled or furnished false information in the forms/ Statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures and /or participated in the previous tendering for the same work and has quoted unreasonable high bid prices.

32. Even while in execution of the work, if found that the contractor had produced false/ fake certificates of experience he will be black listed and the contract will be terminated.

33. All the participating bidder should pay transaction fee **electronically online through payment gateway services provided by ICICI and HDFC Banks using their credit cards.**

34. The successful bidder should pay @ 0.04% of ECV (Estimate Contract Value) with a cap of Rs. 10,000/- for works with ECV upto Rs. 50.00 Crores, and Rs.25000/- for works with ECV above 50.00 crores in the form of DD in favour of M/s. APTS towards 'e' procurement corpus fund initially R & D of software applications for automation of process in user departments and hand over the same to **the Superintending Engineer, Public Health Circle Warangal** the time of concluding agreement.

35. Any further information can be obtained from the Office of the **Superintending Engineer, Public Health Circle, Warangal**

36. Procedure for submission of bids:

- a) The bidder shall submit his response through Bid submission to the tender on e-procurement platform at www.eprocurement.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- b) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

c) Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s APTS, www.eprocurement.gov.in or <https://tender.eprocurement.gov.in>.

d) Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, you may please Contact:

Telangana Technology Services Limited

BRKR Bhavan, B-Block

Tankbund Road, Hyderabad-500022

Phone: +91-40-23220305

Fax: +91-40-23228057

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(OR)

You may please Contact Registration Authorities of any Certifying Authorities in India. The list of CAs is available by clicking the link "<https://tender.eprocurement.gov.in/DigitalCertificate/signature.html>".

e) Submission of Hard copies:

- i) Submission of original hard copies of the uploaded scan copies of DD / BG towards EMD by participating bidders to the tender inviting authority before opening of the price bid is dispensed forthwith.
- ii) All the bidders shall invariably upload the scanned copies of DD/ BG in e- Procurement system and this will be the primary requirement to consider the bid as responsive.
- iii) The Department shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e-procurement system and open the price bids of the responsive bidders.
- iv) The Department will notify the successful bidder for submission of original hard copies of all uploaded documents, DD/BG towards EMD prior to entering into agreement.
- v) The successful bidder shall invariably furnish the original DD/BG towards EMD, certificates/documents of the uploaded scanned copies and latest Vat clearance to the Tender Inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, certificates/documents, from the successful bidder before the stipulated time. On receipt of documents, the Department shall ensure the genuinity of the DD/BG towards EMD and all other certificates / documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

f) The GO. Ms. No. 174 -I&CAD dated: 1-9-2008 Deactivation of Bidders:

If any successful bidder fails to submit the original Hard Copies of uploaded certificates/Documents, DD/BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Tender Inviting Authority in the system. Besides this, the Department shall invoke all Processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-procurement platform website.

g) Payment of Transaction Fee:

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. TSTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. **Service tax + Bank Charges for Credit Card** on the transaction amount payable to TSTS shall be applicable by law.

h) Corpus Fund: As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs.50.00 crores and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful bidders on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, TSTS. There shall not be any charge towards e-Procurement corpus fund in case of works, goods and services with ECV less than and upto Rs.10.00 Lakhs.

i) Tender Document:

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The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document. Any offline bid submission clause in the tender document shall not be considered.

The bidder has to keep track of any changes by viewing the addendum/ Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

j). **Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS and M/s TSTS is not responsible for incomplete bid submission by users.

37. **General Terms & Conditions:**

- a) Bids are invited on the e-procurement for the above mentioned work from the Contractors/ Contracting firms/ companies formed under companies act registered with Government of Telangana /erstwhile Government of AP . The details of Tender conditions and terms can be down loaded from the electronic procurement platform of Government of Telangana /erstwhile Government of AP i.e. www.eprocurement.gov.in.
- b) Estimate Contract value of work **Rs.4910985068.00**
- c) Contractors would be required to register on the e-procurement Market Place www.eprocurement.gov.in and submit their bids on line. The Department will not accept any bid submitted in the paper form.
- d) EMD to be paid by way of Crossed Demand Draft for **Rs.49109900.00** (i.e. **1%** of ECV) D.D drawn in favour of **PAO, Warangal (Urban)** or unconditional and irrevocable BG pledged in favour of **the Superintending Engineer, Public Health Circle, Warangal** from any Nationalized Bank/Scheduled Bank to be valid for a period of six months from the date of Bid Notice and scanned copy of DD and credentials must be uploaded along with the bids. Failure to upload the scanned copy of DD & credentials, the tender will be summarily rejected.
- e) The successful bidder shall invariably furnish the original DD/BG towards EMD and balance EMD **1.5%** and certificates/documents of the uploaded scanned copies to the tender inviting authority before entering into the agreement either personally or through courier or post and the receipt of the same with in the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards EMD, certificates/documents, from the successful bidder before the stipulated time.
- f) Period of contract **:-18 months**
- g) The Tenderers shall be required to furnish a declaration in on- line stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, Criminal Action will be initiated including suspension of business.
- h) The date stipulated in the NIT is fixed and under no circumstances they will be relaxed under unless otherwise extended by an official notification or happen to be Public Holiday.
- i) Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
- j) The authority reserves the right to accept or reject any Bid or all bids and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the

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affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

k) Tenders with an excess percentage of above 5% over the ECV shall summarily be rejected.

INSTRUCTIONS TO TENDERERS

A – GENERAL

NAME OF WORK: **Water Supply Improvement Projects in Greater Warangal Municipal Corporation under AMRUT.**

- | | |
|---|---|
| a) SoR adopted | : Common SoR for the year 2016 – 2017. |
| b) Rate of OPC Cement adopted | : 5400/- per MT |
| c) Rate of Steel Fe500 grade of primary producers (i.e Tata,SAIL,VSP, Jindal etc) adopted | : 41500/- per MT |
| d) Rate of Pig Iron adopted | : 26500/- per MT |

- 1.1 The Superintending Engineer / Chief Engineer / Engineer-in-Chief (**As specified in NIT**) concerned invites bids for the above work during the period, for which dates and time specified in the NIT and will be opened by the Superintending Engineer concerned or his nominee at his office on the date and time mentioned in the NIT.
- 1.2 The intending bidders would be required to enroll themselves on the 'e'procurement market place at www.eprocurement.gov.in.
- 1.3 The tenders should be in the prescribed form invited on e-procurement by the Municipal Commissioner/SE/CE/ ENC (**As specified in NIT**) that can be downloaded at free of cost from the website www.eprocurement.gov.in.
- 1.4 The dates stipulated in the tender notice are firm and under any circumstances they will not be relaxed unless officially extended.
- 1.5 The Tenderer should upload scanned copies of registration and other documents. Contractor should produce the originals of all documents for verification if asked for by the Competent Authority.
- 1.6 The Tender opening Authority will not consider any tender received after expiry of date and time fixed (**As specified in NIT**) for receipt of tenders.
- 1.7 Tenderers shall furnish declaration that they have not been blacklisted in any department in Andhra Pradesh / Telangana / or in any other state in India . Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the tenders so received will be rejected.
- 1.8 **Transaction fee:** It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. TSTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. **Service tax + Bank Charges for Credit Card** on the transaction amount payable to TSTS shall be applicable by law.
- 1.9 **Successful bidders shall** pay corpus fund to TSTS at **0.04%** of ECV (estimated contract value) with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for all works with ECV upto Rs.50,000/- Crores and Rs.25,000/- (Rupees Twenty Five Thousand Only)for works with ECV above Rs.50.000 Crores to sustain 'e' procurement initiatives, Research and Development of software application for automation for processes in user departments.

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2. Firms Eligible to Tender:

2.1 The Firms who

- i) Possess the valid registration in the class and category mentioned in the NIT and satisfy all the conditions therein.
- ii) are not blacklisted or debarred or suspended by the Government for what ever the reason, prohibiting them not to continue in the contracting business
- iii) have complied with the eligibility criteria specified in the NIT. are the eligible tenderers.

2.2 Firms Ineligible to Tender:

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

Note: Near relatives include

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

3. Qualification data of the Tenderers

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- 3.1 The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats and upload the same online along with tender.
- a) Check slip to accompany the tender (in Annexure-I).
 - b) Attested copies of documents relating to the Registration of the firm/company, Registration as Civil Contractor, Partnership deed, Articles of Association, VAT Registration, copy of **PAN CARD** and copy of **LATEST INCOME TAX RETURNS** submitted along with proof of receipt.

Note: The Partnership firms/ companies, which are registered as Contractors shall intimate the change in partnership deed, if any, as per GO Ms No.58, I & CAD, dt.23.4.2002 within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their tender will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

- c) Attested copy of U form obtained from reputed/principal manufacturers of specified pipes as indicated in BOQ ,incase bidder is not a manufacturer of pipes
- d) Attested copy of certificate issued by CA: Corporate debt restructuring / strategic debt restructuring (CDR/SDR). The bidders who have applied for / availed corporate debt restructuring / strategic debt restructuring (CDR/SDR) in last five **financial years 20011-12 to 2015-16** are not eligible to participate in the bid. In regards to the above clause a certificate issued by the chartered accountant shall be uploaded by the bidders. The certificate issued by the CA shall be in the current financial year **2016-017**
- e) Value of all Civil Engineering works executed every year during the last **Ten financial years** (As specified in NIT) in Statement -I
- f) Details of similar works completed in the name of the tenderer as Prime Contractor during the last **Ten financial years** i.e., (As specified in NIT).showing year wise break up of value of work executed in Statement -II
- g) Year wise specified quantities executed by the tenderer during the last **Ten financial years** (As specified in NIT) in Statement - III
- h) Details of the existing commitments i.e., works on hand and works for which tenders are submitted in Statement - IV
- i) Availability of Key & critical construction / quality control equipment in Statement - V
- j) Availability of key personnel for administration / site management and execution viz., technical personnel required for the work (Statement - VI)
- k) Information regarding any litigation, with Government during the last **Ten years**, in which the Tenderer is involved in (Statement - VII)
- l) Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources such as solvency etc]
- m) the proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations, justifying their

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capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

- n) The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories.
- o) In case of JV, joint Venture Memorandum of Understanding (MoU) In statement VIII.
- p) Any other document as per NIT.

3.2 Tenders from Joint Ventures are acceptable if specified in the NIT.

3.3 ELIGIBILITY AND QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.

To qualify for opening the Price Bid each bidder should satisfy the following

- a) The Bidder may be a single entity or a group of entities (the “Joint Venture”), coming together to implement the Project. However, **NO** Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder (JV). The term Bidder used herein would apply to both a single entity and a Joint Venture.
- b) **Joint Venture Eligibility Conditions**
 - (i) Joint Ventures (JV) will be considered. However, JV shall be limited to three partners only.
 - (ii) One of the members of the JV shall be its lead member who shall have majority (at least 51%) share in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to 3 members.
 - (iii) Duration of the Joint Venture Agreement - shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability period after the work is completed.
 - (iv) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
 - (v) Joint Venture Memorandum of Understanding (Statement VIII) signed by all the partners on Rs. 100 Stamp paper shall be submitted & uploaded along with the Tender Document. The name of the lead member shall be clearly indicated in the MOU.
 - (vi) In case of JV, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as Non-responsive and the bidder will be suspended from participating in the tenders on e- procurement platform for a period of 3 years.
 - (vii) The constitution of the JV Firm shall not be allowed to be modified after submission of the tender by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this requirement would render the offer invalid.
 - (viii) Similarly, after, the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions. Approval for change of constitution of JV Firm shall be at the sole discretion of the Authority/ department. However, the Lead Member shall continue to be the Lead Member of the JV Firm.
 - (ix) All the JV partners will be jointly and severally liable for execution of the project in accordance with General and Special Conditions of the Contract.
 - (x) The JV members shall also be liable jointly and severally for the loss, damage caused to the Authority during the course of execution of the contract or due to non-execution of the contract or part.

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- (xi) The Lead member would be responsible for the successful implementation of the Project.
- (xii) Power of Attorney for Lead Member of Joint Venture shall be enclosed as per the format provided in the bid document. (Section IV- Forms and Securities)
- (xiii) No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Authority) in respect of the said tender / contract.
- (xiv) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted & uploaded :
 - a. Notary certified copy of the Partnership Deed
 - b. Consent of all the partners to enter into the Joint Venture /Agreement on a stamp paper of appropriate value (in original).
 - c. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- (xv) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed & uploaded :
 - a. Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- (xvi) In case one or more members is/are limited companies, the following documents shall be submitted & uploaded :
 - (i) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - (ii) Copy of Memorandum and Articles of Association of the Company.
Power of Attorney by the Company authorizing the person to do/act on behalf of the company.

c) Registration:-

Civil Contractors/Contracting firms/Companies formed under companies Act having registration with Government of Telangana / erstwhile Govt. of Andhra Pradesh in appropriate eligible class as per the G.O.Ms.No.94, I & CAD (PW-COD) Dept., Dt.: 1.7.2003 and its subsequent amendments as per the following G.Os

- vii. G.O.Ms.No.178, I& CAD (PW-C&D) Dept., Dt. 27-09-1997.
- viii. **G.O.Ms.No.132, I& CAD (PW-Reforms) Dept., Dt.: 11-08-1998.**
- ix. G.O.Ms.No.08, T, R&B Dept., Dt.08-01-2003.
- x. G.O.Ms.No.94, I & CAD (PW_COD) Dept. Dt. 1-7-2003.
- xi. G.O.Ms.No.130, I & CAD (PW-Reforms) Dept., Dt.22-05-2007
- xii. G.O.Ms.No.66, I&CAD (Reforms) Dept., Dated: 20-04-2015.

d) The bidder should further demonstrate and upload:

- iv) Bid Security / EMD **For Rs.49109900.00** in the shape of Crossed Demand Draft drawn in favor of **PAO Warangal (Urban)** or unconditional and irrevocable BG pledged in favour of Superintending Engineer (PH) **Circle, Warangal** from any Nationalized / Scheduled Bank to be valid for a period of 6 months from the date of bid notice.
- v) Latest IT returns & Pan card
- vi) VAT registration

e) Physical Requirement

The Bidder including his JV partners (Collectively or individually) should have executed the following minimum quantities of items given below in any one financial year during the last ten financial years **2006-07 to 2015-16** as follows.

- iii) Supply, laying, jointing & testing of pipeline work like **MS / DI/ HDPE /BWSC / PSC / GRP /CI of 100mm and above dia** for a length of **678.224 km.**
- iv) Construction of RCC water storage structures like **ELSRs / OHBRs / ELBRs / GLSRs/GLBRs/Sumps** for a capacity of not less than **8516.67 KL.**

f) Financial Requirement:

- (i) The bidder including his JV Partners (collectively or individually) should have satisfactorily completed similar nature of works of value not less than **Rs.16369.95 Lakhs** as a prime contractor in any one financial year during the last ten financial years i.e. 2006-07 to 2015-16 updated to 2016-17 price level. To bring the value of works to 2016-17 price level, a weightage of 10% per year will be considered.
- (ii) The bidder should produce liquid asset / credit facilities / solvency certificates from any Indian Nationalized / Scheduled Banks of value not less than **Rs.8184.98 Lakhs**

g) Bid Capacity :-

The assessed available bid capacity of Bidders including his JV Partners (collectively or individually) as per formula (2AN-B) shall be greater than the estimated contract value.

A = Maximum value of civil engineering works executed in its name in any one financial year during the last Ten financial years (updated to current Price level i.e 2016-17 price level) taking into account the works completed as well as works in progress.

N= Number of years prescribed for completion of the work for which Tenders are invited

B= Value of Existing commitments and ongoing works to be completed during the period of completion of work for which Tenders are Invited.

Annual Financial turnover and cost of completed works of previous years, shall be updated by giving weightage of 10% per year to bring them to current price level i.e. 2016-17 price level.

h) Availability of Key and Critical Equipment

The bidder should furnish the availability of (either owned or leased) the following Key and critical equipment required for the work.

Equipment Type required	Capacity	Qty Required.
Tipplers	5 cum	4 No's
Excavators (JCB)	1 /2 cum	4 No's
Cranes for laying pipes	2 T	4 No's
Concrete mixer with hopper	200 Ltrs	4 No's
Concrete Pin / plate vibrators	NA	8 No's
Water Tankers	5000Ltrs	2 No's

The bidder should furnish an undertaking / declaration on a non-Judicial stamp paper, worth Rs. 100 / - for the Availability of Key and critical equipment (either owned or leased).

i) Availability of Key Technical personnel with adequate experience.

The bidder should furnish the availability of the following Key technical personnel.

Qualification	Min. Exp.	No. of Persons
Graduate Engineer (Civil)	5 Yrs	4 Nos.
Diploma Engineers (Civil)	5 Yrs	8 Nos.

J) Other requirements :--

- 1) In case the bidder had sub contracted a portion of the work in terms of GOMs No 94 I& CAD dt 1-7-2003, the Sub-contractor / GPA holder's experience shall not be taken into account in determining the bidder's compliance with qualifying criteria. However, the experience gained in his name as a subcontractor, shall be

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taken in to account in determining bidder's compliance with qualification criteria, if it is as per GO .M S .No .94 I &CAD Dt 1-7-2003.

- 2) The Experience gained in a JV firm to the extent of the bidder's share shall be considered
- 3) Corporate debt restructuring / strategic debt restructuring (CDR/SDR):- The bidders who have applied for / availed corporate debt restructuring / strategic debt restructuring (CDR/SDR) in last five financial year (**2011-12 to 2015-16**) are not eligible to participate in the bid. In regards to the above clause a certificate issued by the chartered accountant shall be uploaded by the bidders. The certificate issued by the CA shall be in the current financial year i.e., **2016-2017**.
- 4) If the bidder is not a manufacturer of pipes as specified in BOQ Schedule A. Part I, He should furnish 'U' form obtained from reputed /principal manufacturers of pipes having BIS license.
- 5) Proportinate quantities in respect of **ELSRs / OHBRs / ELBRs / GLSRs/GLBRs/Sumps** will be considered based on value of work completed in that particular year when the work is spread over in more than one year.
- 6) The bidder should enclose experience certificate issued by Engineer in Charge of this State/central Govt. Depts./undertaking not below the rank of Executive Engineer or equivalent and countersigned by the officer of the rank of Superintending Engineer.
- 7) The experience certificates should clearly indicate the date of commencement of work, date of completion, Financial Year-Wise Breakup of the values of similar works done and physical quantities/ Items executed.
- 8) The technical evaluation and the responsiveness of the bidders shall be determined solely based on the uploaded certificates.

3.4 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.

3.5 Tenders with an excess of above **5%** of the estimated contract value shall summarily be rejected.

3.6 For tenders up to **25%** less than the estimated contract value of work, no additional security deposit is required. But for tenders which are less by more than **25%** of the estimated Contract Value of work, the difference between the tendered amount and **75%** of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized / Scheduled Bank in the prescribed format valid till completion of the work in all respects

3.6.1 a) If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

- b) A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the

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materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4. One Tender per Tenderer:

4.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause dis-qualification of all the Tenders submitted by the Tenderer.

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit.

6.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expense.

B. TENDER DOCUMENT

7. Contents of Tender document.

7.1 One set of Tender document, comprises of the following:-

Technical bid

- 1) Notice Inviting Tenders (NIT)
- 2) Instruction to Tenderers
- 3) Forms of Tender and qualification information
- 4) Conditions of Contract.
- 5) Specifications.
- 6) Drawings.
- 7) Forms of Securities. i.e., EMD, Additional Security etc.

Price bid

Bill of Quantities and Price bid.

8. Clarification on Tender Documents

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

9. Amendment to Tender Documents

9.1 The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document. Any offline bid submission clause in the tender document shall not be considered.

9.2 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents, technical specifications, Bill of quantities, and drawings etc., by issuing amendment / Addendum on e- procurement platform.

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- 9.3 The bidder has to keep track of any changes by viewing the addendum/ Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.
- 9.4 Any addendum / amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall made available on e- procurement platform.
- 9.5 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend, if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

10. Language of the Tender.

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

11. Documents comprising of the Tender.

- 11.1 The tender comprise the following.
- (a) Technical Bid, Technical specifications and drawings. [available online at www.eprocurement.gov.in].
 - (b) Qualification information and supporting documents [to be uploaded by the tenderer]. [available online at www.eprocurement.gov.in].
 - (c) Price bid containing bill of quantities (Schedule –A) and the Bid offer. [available online at www.eprocurement.gov.in].
- 11.2 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., in the standard proscribed in the tender documents, displayed at e market place. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e market place in support of their technical bids. **The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.**

The technical bids will be opened on line by the concerned Superintending Engineer at the time and date as specified in the tender documents. All the statements, documents, certificates, DD/BG etc., uploaded by the tenderers will be down loaded for technical evaluation. The clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of technical bid evaluation will be displayed on the e market place, which can be seen by all the bidders who participated in the tenders.

12. Bid Offer:

- 12.1 Bill of Quantities called Schedule “A” and the bid offer accompanies the tender document as Volume - III. **It shall be explicitly understood that the tender inviting officer does not accept any responsibility for the correctness or completeness of this schedule ‘A’ and this schedule ‘A’ is liable to alterations by omissions, deductions or additions at the discretion of the Superintending Engineer or as set forth in the conditions of the contract.** The Schedule “A” shall contain the items of work indicated as part - I and LS provisions as part–II. The percentage quoted by the contractor shall be applicable only to part –I. However, the provisions contained in the part –II will be operable basing on the conditions provided in the tender document. The tenderers will have to state

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clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in Part - I at the space provided therein in Schedule 'A'. The L.S amounts indicated in part - II are reimbursable amounts. The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as an overall tender percentage. The over all tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, and rewriting duly initiating with date.

- 12.2 The Schedule - A (or price bid) contains not only the quantities but also the rates worked out by the department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.
- 12.3 The bid offer shall be for the whole work and not for individual items / part of the work.
- 12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quoted by the tenderer, however keeping in view the reimbursable amounts specified in Schedule-A (BOQ) Part - II of price bid.
- 12.5 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

13. Validity of Tenders:

- 13.1 Tenders shall remain valid for a period of not less than **120 days** from the last date for receipt of Tender specified in NIT.
- 13.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- 13.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D for a period of the extension.

14. Earnest Money Deposit

- 14.1 The Tenderer shall furnish, Earnest Money Deposit equivalent to **1%** of ECV along with the tender. **(As specified in NIT)** from any Nationalized Bank/Scheduled Bank to be valid for a period of six months from the **date of Bid Notice** and scanned copy of DD and credentials must be uploaded along with the bids. Failure to upload the scanned copy of DD & credentials, the tender will be summarily rejected.

The balance EMD @ **1½%** of ECV / TCN whichever is higher shall be paid at the time of concluding Agreement by the successful Tenderer. This EMD can be in the form of :

- a) A bank demand draft on any scheduled bank / nationalized bank.

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- b) A bank guarantee in the form given [under formats of securities] in Section 8, from a Nationalized or Scheduled Indian bank approved by the Reserve Bank of India.

14.2 The **1%** E.M.D. paid by the successful Tenderer at the time of bid submission through Demand Draft / BG shall be renewed up to end of Defect Liability Period at the time concluding agreement. In case if the bidder desires to furnish D.D / Bank Guarantee for the full EMD of **2½%** up to end of Defect Liability Period, the department may permit to do so in case the bidder furnishes original **1%** DD/BG before the authority which shall be discharged on submission of Full EMD of **2½%** up to end of defect liability period.

14.3 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The E.M.D given in the form of bank guarantee on a nationalized / scheduled commercial bank shall be valid for the duration of contract period plus **defect liability period of Five years** and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The bank guarantee on nationalized / scheduled bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.

14.4

(a) Once bids are submitted on e- procurement, bidders are not permitted to withdraw their tender after bid submission closing date and during the validity period of tender under any circumstances.

(b) If a successful tenderer, fails to sign the agreement within the stipulated time for whatever the reason, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/ recommendation by the tender inviting authority in the system. Besides this the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

14.5 In consideration of the Executive Engineer/Superintending Engineer / Chief Engineer / Commissionerate of tenders undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the Government and bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years in the event of such tenderer either modifying or withdrawing his tender at his instance within the said **validity period of 120 days** .

15. Signing of Tenders

15.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder will be rejected.

15.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the tender inviting officer, or as necessary to correct errors made by

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the tenderer, in which case all such corrections shall be initialed by the person signing the tender.

- 15.3 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized, and, if any such alterations are made the tender will be void.

D. SUBMISSION OF TENDERS.

16. Submission of Tenders:

The bidder shall submit his response through bid submission to the tender on eProcurement platform at www.eprocurement.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority.

The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

1. Registration with e-Procurement platform:

For registration and online bid submission bidders may contact HELP DESK of M/s Vyom Technologies ., www.eprocurement.gov.in or <https://tender.eprocurement.gov.in>.

2. Digital Certificate authentication:

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.

All the bidders need to obtain Digital Certificates from TSTS:
For obtaining Digital Signature Certificate, Please Contact:

Telangana Technology Services Limited
HAKA Bhavan,
Bsbeer bagh , Hyderabad-500022

3. Submission of Hard copies:

The successful bidder on intimation from tender inviting authority shall submit the originals of DD/BG towards EMD, DDs towards transaction fee, bid processing fee, all uploaded credentials, latest VAT clearance to the Tender Inviting Authority other uploaded documents at the time of concluding agreement. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy. The bidder has to attach the required documents after uploading the same as required by Tender Inviting Authority in its tender conditions.

4. Deactivation of Bidders:

The bidders found defaulting in submission of hard copies of original DD/BG for EMD /Transaction fee to the Tender Inviting Authority on or before the tender stipulated time before concluding

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the agreement will be suspended / disqualified from participating in tenders on e-Procurement platform for a period of 3 years from date of bid submission as per G.O Ms No 245 I&CAD Dept. dated 30-12-2005 and GO Ms No 155 I&CAD Dept. dated 23-08-2006 besides forfeiture of EMD. Other conditions as per tender document are applicable.

5. Payment Of Transaction Fee and EMD:

It is mandatory for all the participating bidders to pay electronically the Transaction fee to M/s TSTS / Vyom technologies, through "Payment Gateway Service on E-Procurement platform ". The Electronic Payment Gateway accepts all Master and Visa cards issued by any bank and Direct Debit facility / Net Banking of ICICI Bank, HDFC to facilitate the transaction. This is in compliance as per G.O Ms No 13 IT & C Dept, dated 5-7-2006. A service tax++ Bank Charges for Credit Card Transaction on the transaction Amount payable to C1 India Pvt, Ltd. Shall be applicable.

6. Tender Document:

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if in doubt from the Tender Inviting Authority. Any offline bid submission clause in the tender document shall not be considered.

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

7. Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GOTS and Vyom technologies is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

- 16.1 The Department will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.
- 16.2 The tenderer shall furnish the following certificates, documents etc., are to be scanned and uploaded on e-procurement including particulars in the formats enclosed, supported by documentary evidence as specified in the formats and upload the same online along with tender.
- a) Check slip to accompany the tender (in Annexure-I).
 - b) Attested copies of documents relating to the Registration of the firm/company, Registration as Civil Contractor, Partnership deed, Articles of Association, VAT Registration, copy of **PAN CARD** and copy of **LATEST INCOME TAX RETURNS** submitted along with proof of receipt.

Note: The Partnership firms/ companies, which are registered as Contractors shall intimate the change in partnership deed, if any, as per GO Ms No.58, I & CAD, dt.23.4.2002 within one month of such change. Failure to notify the change to the registration authority in time will entail the firms to forfeit their registration and their tender will be rejected. The intimation of change of partners if any and the acceptance by the Registration authority may be enclosed.

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- c) Attested copy of U form obtained from reputed/principal manufacturers of specified pipes as indicated in BOQ ,incase bidder is not a manufacturer of pipes
- d) Attested copy of certificate issued by CA: Corporate debt restructuring / strategic debt restructuring (CDR/SDR). The bidders who have applied for / availed corporate debt restructuring / strategic debt restructuring (CDR/SDR) in last **five financial years 20011-12 to 2015-16** are not eligible to participate in the bid. In regards to the above clause a certificate issued by the chartered accountant shall be uploaded by the bidders. The certificate issued by the CA shall be in the current financial year **2016-017**
- e) Value of all Civil Engineering works executed every year during the last **Ten financial years** (As specified in NIT) in Statement -I
- f) Details of similar works completed in the name of the tenderer as Prime Contractor during the last **Ten financial years** i.e., (As specified in NIT).showing year wise break up of value of work executed in Statement -II
- g) Year wise specified quantities executed by the tenderer during the last **Ten financial years** (As specified in NIT) in Statement - III
- h) Details of the existing commitments i.e., works on hand and works for which tenders are submitted in Statement - IV
- i) Availability of Key & critical construction / quality control equipment in Statement - V
- j) Availability of key personnel for administration / site management and execution viz., technical personnel required for the work (Statement - VI)
- k) Information regarding any litigation, with Government during the last **Ten years**, in which the Tenderer is involved in (Statement - VII)
- l) Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources such as solvency etc]
- m) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- n) The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories.
- o) In case of JV, joint Venture Memorandum of Understanding (MoU) In statement VIII.
- p) Any other document as per NIT.

17. Deleted

18. Last date / time for submission of the tenders.

- 18.1 Tenders must be submitted online not later than the date and time specified in NIT.
- 18.2 The tender inviting authority may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the tender inviting authority and the Tenderers will remain same as previously.

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19. Late tenders

19.1 Tenders will not be received after the last date / time prescribed in NIT.

20. Modification to the tender

20.1 No tender shall be modified after the last date / time of submission of tenders.

E. TENDER OPENING AND EVALUATION

21. Tender opening

21.1 The Technical bids will be opened online by the concerned tender inviting authority at the time and date as specified in the tender documents. All the Statements, documents, certificates, Demand Draft / Bank Guarantee etc., uploaded by the Tenders will be verified and downloaded, for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters / criteria same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of Technical bids evaluation will be displayed on the 'e'market place, which can be seen by all the tenderers who participated in the Tenders.

22. Clarification on the technical bid

22.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

22.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

23. Examination of technical bids and determination of responsiveness

23.1 The department shall carry out the Technical evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD in the e procurement system and open the price bids of the responsive bidders.

23.2 The department will notify the successful bidder for submission of original hard copies of all the uploaded certificates/documents, DD/BG towards EMD prior to entering into agreement.

23.3 The successful bidder shall invariably furnish the original DD/BG towards Bid Security/EMD, certificates/documents of the uploaded scanned copies to the Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Authority will not take any responsibility for any delay in receipt/non-receipt of original DD/BG towards Bid Security/EMD, certificates/documents, from the successful bidder before the stipulated time. On receipt of documents, the Authority shall ensure the genuinity of the DD/BG towards Bid Security/EMD and all other certificates /documents uploaded by the bidder in e-Procurement system in support of the qualification criteria before concluding the agreement.

- 23.4 If any successful bidder fails to submit the original Hard Copies of uploaded certificates/Documents, DD/BG towards Bid Security/EMD within stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger/recommendation by the Authority in the system. Besides this, the Authority shall invoke all Processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e-procurement platform website.
- 23.5 The Tender inviting Authority will evaluate whether each tenderer is satisfying the eligibility and qualification criteria prescribed in the tender document and declares them as a qualified tenderer.
- 23.6 If the technical bid of a tenderer is not satisfying any of the eligibility and qualification criteria it will be rejected by the Superintending Engineer. However, the tender accepting authority detects any error in the evaluation of tenders by Superintending Engineer, the tender accepting authority while returning the tenders may direct the Superintending Engineer or Chief Engineer as the case may be, to re-evaluate the tenders.
- 23.7 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
- 23.8 Tenders shall be Evaluated strictly in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to conditions, the tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the tenderer. In case of any ambiguity, the decision taken by the tender accepting authority on tenders shall be final.**

24. Price bid opening

- 24.1 At the specified date and time, the price bids of all the technically qualified responsive bidders will be opened online by the concerned tender inviting authority and the result will be displayed on the 'e'market place which can be seen by all the bidders who participated in the Tenders.
- 24.2 The Price Bid of the Unqualified non responsive Tenderers will not be opened.
- 24.3 Tenders shall be scrutinised in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the tenderer. In case of any ambiguity, the decision taken by the tender accepting authority on tenders shall be final.

25. Evaluation and comparison of price bids

- 25.1 The tender inviting authority will evaluate and compare the price bids of all the qualified tenderers.
- 25.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

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- 25.3 Selection of tenderer among the lowest and equally quoted tenderers will be in the following orders:
- a) The tenderer whose bid capacity is higher will be selected.
 - b) In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
 - c) Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.
- 26. Discrepancy in tender percentage quoted.**
- 26.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail.
- 27. Process to be confidential**
- 27.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced by the tender accepting authority. Any effort by a tenderer to influence the processing of tenders or award decisions may result in the rejection of his tender.
- 27.2 No Tenderer shall contact the Tender inviting Authority or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Tender inviting Authority, it should do so in writing.
- 27.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

F. AWARD OF CONTRACT

28. Award Criteria

- 28.1 The tender Inviting Authority will award or recommend to the competent tender accepting authority for award of the contract to the tenderer who is found technically qualified and responsive as per the tender conditions and whose price bid is lowest.
- 28.2 The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.

29. Notification of award and signing of agreement

- 29.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by the tender accepting authority, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Contractor in consideration of the execution, completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

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29.2 When a tender is to be accepted the concerned tenderer shall attend the office of the tender inviting authority concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the tender inviting authority , of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized / scheduled Bank with a required validity period , and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the tender inviting authority's office on the date fixed, in the written intimation, to enter into the required agreement ,the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. The e-procurement system would deactivate the user ID of such defaulting bidder based on the trigger/ recommendation by thye tender inviting authority in the system. Besides this the department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process for execution of the development schemes taken up by the Government.

The written agreement to be entered into between the contractor and the Government shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorised to enter into contract on behalf of the Government.

29.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled., without issuing any further notice and action will be initiated for black listing the tenderer.

30. Corrupt or fraudulent practices

30.1 The Government require that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) define for the purposes of the provision, the terms set forth below as follows:

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

**FORMS OF TENDER
QUALIFICATION INFORMATION**

**Annexure –I
CHECKLIST TO ACOMPANY THE TENDER**

S.No	Description	Whether Submitted	Page No.
1	2	3	4
1	Copy of Contractors valid Registration under appropriate Class with Erstwhile Government of Andhra Pradesh/Government of Telangana, copy of registration of firm / company, partnership deed, and articles of association.	Yes / No	
2	Copy of PAN card along with a copy of latest Income Tax returns .	Yes / No	
3	Copy of U-form obtained from reputed / Principal Manufacturers of specified pipes as indicated BOQ, in case bidder is not a Manufacturer of pipes.	Yes / No	
4	Copy of VAT Registration	Yes / No	
5	Details of value of Civil Engineering works executed in the last 10 financial years in the Tenderer's name in Statement-I with supporting certificates.	Yes / No	
6	Details of similar works completed as Prime Contractor (in the same name) during the last Ten financial Years in Statement-II with supporting certificates.	Yes / No	
7	Quantities of work executed as Prime Contractor (in the same name) in the last 10 financial years - in Statement – III with supporting certificates.	Yes / No	
8	Details of existing commitments i.e., works on hand in Statement-IV with Supporting Certificates.	Yes / No	
9	Availability of Key and critical construction equipment in Statement –V	Yes / No	
10	Availability of Key personnel in Statement.VI.	Yes / No	
11	Litigation history in Statement –VII.	Yes / No	
12	In case of JV, copy of Joint venture MOU as per prescribed proforma.	Yes / No	
13	Proof of liquid assets in the shape of Solvency certificates etc., for the required amount.	Yes / No	
14	Copy of CA's certificate indicating, The bidders who have applied for /availed Corporate debt restructuring /Strategic debt restructuring (CDR/SDR) in the last five financial years are not eligible to participate in the bid. In regards to the above clause a certificate issued by the chartered accountant shall be uploaded by the bidders. The certificate issued by the CA shall be in the current financial year.	Yes / No	
15	Declaration regarding black listing etc.,	Yes / No	

Notes:-

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

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the Certificates, documents, statements as per check-list and NIT shall be submitted on line by the tenderer.

DECLARATION

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

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

Signature of the Tenderer

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STATEMENT – I

Details of value of Civil Engineering works executed in each year during the last **Ten financial** years by the tenderer (In case of JV, each partner) shall furnish the information in the following proforma

Sl. No.	Financial Year	Value in Rs:
1.	2006 – 2007	
2.	2007 - 2008	
3.	2008 – 2009	
4.	2009 – 2010	
5.	2010 – 2011	
6.	2011 – 2012	
7.	2012 – 2013	
8.	2013 – 2014	
9.	2014 – 2015	
10	2015 – 2016	

- a) Attach certificate(s) issued by the Executive Engineer concerned and counter signed by Superintending Engineer showing work wise / year wise value of work done in respect of all the works executed by the tenderer during last five years

OR

- b) Certificate from Chartered Accountant supported with annual balance sheet tallying with I.T clearance certificate.

Signature of the Tenderer

STATEMENT – II

Stipulated period of completion	Actual date of completion	Value of work done year wise during the last 'Ten' years.										Total value of work done.
		1 st Yr	2 nd Yr	3 rd Yr	4 th Yr	5 th Yr	6 th Yr	7 th Yr	8 th Yr	9 th Yr	10 th Yr	
6	7	8	9	10	11	12	13	14	15	16	17	18

Details of similar works completed in the Name of the Tenderer(In case of JV, each partner) during the last **Ten financial years** shall furnish the information in the following proforma

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Sl. No	Name of the work	Address of agreement concluding authority	Agreement number and date	Value of contract
1	2	3	4	5

Attach certificates issued by the Executive Engineer concerned and countersigned by the Superintending Engineer showing work wise / year wise value of work done and date of completion.

Signature of the Tenderer

STATEMENT – III

Physical quantities executed by the Tenderer (In case of JV, each partner) in the last **Ten financial** years. [work wise / year wise] shall furnish the information in the following proforma

Sl. No.	Financial year	Name of work	Agt. No	Quantities executed / Year wise				Any Other items
				5	6	7	8	
1	2	3	4	5	6	7	8	9
1	2006- 2007							
2	2007- 2008							
3	2008- 2009							
4	2009- 2010							
5	2010- 2011							
6	2011- 2012							
7	2012- 2013							
8	2013- 2014							
9	2014- 2015							
10	2015- 2016							

Attach certificates in support of the above quantities issued by the Executive Engineer concerned and countersigned by the Superintending Engineer duly showing the quantities executed year wise.

Signature of the Tenderer

STATEMENT – IV

Details of existing commitments.

Tenderer (In case of JV, each partner) shall furnish the information in the following proforma, the Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tender s have been submitted.

A) Existing Commitments on ongoing works:

Sl. No	Name of work	Address of Agt. concluding autho-	Agt No &	Value of cont-	Stipulated period	Value of work	Balance value of works	Anticipated date of	Updated value of balance
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	1	2	3	4	5	6	7	8	9	10

Attach certificates issued by the Executive Engineer concerned and countersigned by Superintending Engineer, indicating the balance work to be done, and likely period of completion.

Signature of the Tenderer

B) Details of works for which Tenders are submitted [awarded / likely to be awarded]

Sl. No.	Name of work	Address of Agt. Concluding authority	Estimated value of work	Stipulated period of completion	Date on which tender was submitted	Present stage of Tender.
1	2	3	4	5	6	7

Signature of the Tenderer

STATEMENT - V

Availability of Critical Equipment

The tenderer should furnish the information required below, regarding the availability of the equipment, required for construction / quality control.

Sl. No.	Details of Equipment	Number required	Number		
			Owned	Leased	To be procured
1	2	3	4	5	6

Signature of the Tenderer

A declaration regarding the equipment owned/leased shall be produced by the Tenderer on a **non-judicial stamp paper of Rs: 100/-** as below:

DECLARATION

"I do hereby solemnly affirm and declare that I / We own/lease the following equipment for using on the subject work and also declare that I / We will abide by any action such as disqualification or determination of Contract or blacklisting or any action deemed fit, if the department detects at any stage that I/we do not possess the equipment listed below.

Sl. No.	Details of each Equipment	Year of purchase	Regn. Number	Capacity	Any other data.	Is it in working condition
1	2	3	4	5	6	7

STATEMENT - VI.

Availability of Key Personnel

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Qualification and experience of Key Personnel proposed to be deployed for execution of the Contract.

Sl. No	Name	Designation	Qualification	Total Experience	Working with the Tenderer since.
1	2	3	4	5	6

Signature of the Tenderer

STATEMENT - VII

Information on litigation history in which Tenderer (In case of JV , each partner) is the Petitioner.

Shall furnish the information in the following proforma

S. No	Case No. / Year	Court where filed.	Subject Matter / Prayer in the case.	Respondents i.e., SE / CE	Present Stage.
1	2	3	4	5	6

Signature of the Tenderer

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CONDITIONS OF CONTRACT

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TENDER
Covering Letter
[To be submitted/ uploaded along with Tender]

Date:

To
The Superintending Engineer,
Public Health Circle,
Warangal

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz "As prescribed in the NIT" as shown in the drawings and described in the specifications deposited in the office of the Superintending Engineer (P.H) _____ with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the "conditions of the contract" for the sum of Rupees or such other sum as may be arrived under the clause of the standard preliminary specifications relating to "Payment on lump-sum basis or by final measurement at unit rates"

I/WE have also quoted percentage excess or less on E.C.V., in Schedule 'A' Part-I, annexed (in words and figures) for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

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

I/WE agreed to keep the offer in this tender **valid a period of 120 days** mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. I/WE agreed to not to withdraw the tender after bid submission closing date. If the tender is withdrawn by me/us for any reasons whatsoever, we agree for the action taken by the Govt to suspend from participating in the tenders on e-procurement for a period of 3 years.

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

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

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In case if it becomes necessary while tendering /during execution, for subletting a part of work, such subletting shall be with the permission of the department.

If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract. If upon written intimation to me/us by the tender inviting authority, if I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Superintending /Executive Engineer or acceptance of my/our tender, and if I/We fail to make the balance EMD and if any additional security deposit or to enter into the required agreement as specified in the tender ,then I/We agree for the action taken by the Govt to suspend from participating in the tenders on e-procurement for a period of 3 years and other actions such as all process of law including criminal prosecution.

Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

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

I/ We agree to pay transaction fee on e-procurement and upload the same to tender inviting authority.

I/ We agree to pay corpus fund at the time of conclusion of agreement if work is awarded to me/us.

I AM/WE ARE professionally qualified an my/our qualifications are given below:

Name	Qualified

I/WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and paint extra attention to such works as required special attention (eg) Reinforced concrete work.

Name of members of technical staff proposed to be employed	Qualification.

I / WE declare that I / WE agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I / We fail to employ technical staff as per the tender condition.

TENDERERS / CONTRACTOR'S CERTIFICATE.

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the Public Health & Municipal Engineering Department.
- (2) I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for stones sand and other materials.
- (3) I / WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4)** I / WE hereby declare that I / We will pay an additional security deposit in terms of conditions, the difference between **75% of** ECV and my/our tender amount, in case if my/our offer is less than **(-)25%**.
- (5) I / WE hereby declare that I am / we are accepting to reject my tender in terms of condition, if my /our offer is more than **5% of ECV**.
- (6) I / WE hereby declare that I am / We are accepting for the defect liability period as **60 months** instead of 6 months under clause 28 of APSS.
- (7)
 - a) I / WE declare that I/WE will procure the required construction materials including earth and use for the work after approval of the Engineer-in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I/WE shall ensure smooth and uninterrupted supply of materials.
 - b) I / WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.
 - c) I / WE declare that I / WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage excess or less ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to; the department after completion of work.
 - d) I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted rates for respective schedule 'A' items.
- (8) I / WE declare that I / WE will execute the work as per the mile stone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (9)** I / WE declare that I / WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

- 1) I/WE have not been black listed in any department in Andhra Pradesh / Telangana/ in any other state in India due to any reasons.

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- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.

I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer :

Phone No.:

Fax No.:

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Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a company it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.

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CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

- 1.1 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 Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.
- 1.2 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) Drawings
 - 7) Bill of quantities (Price-bid)
 - 8) Any other document listed as forming part of the Contract.

2. Engineer-in-Charge's Decisions:

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

3. Delegation:

- 3.1 The Engineer-in-charge may delegate any of his duties and responsibilities to other officers and may Cancel any delegation by an official order issued.

4. Communications:

- 4.1 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)

5. Sub-contracting:

- 5.1 If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing tenders itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Tender Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

6. Other Contractors:

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

7. Personnel:

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- 7.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 7.2 Failure to employ the required technical personnel by the contractor the necessary amounts will be recovered from the contractors bills.
- 7.3 The technical personnel should be on full time and available at site whenever required by Engineer in Charge to take instructions.
- 7.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.
- 7.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.
- 7.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.
- 7.7 If the Engineer-in-charge asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

8. Contractor's Risks:

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

9. Insurance

- 9.1 The Contractor shall provide, insurance covering for Personal injury or death of persons employed for construction from the Start Date to the end of the construction Period
- 9.2 Policies and certificates of insurance shall be delivered by the Contractor to the Engineer-in-charge at the time of concluding Agreement. The contractor shall also pay regularly the subsequent insurance premia well in advance.

10. Site Inspections:

- 10.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.
- 10.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.

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11. Contractor to Construct the Works:

11.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

12 Diversion of streams / Vagus / Drains.

12.1 The contractor shall at all times carry out construction of cross drainage works in a manner creating least interference to the natural flow of water while consistent with the satisfactory execution of work. A temporary diversion shall be formed by the contractor at his cost where necessary. No extra payment shall be made for this work.

12.2 No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The percentage to be quoted by the contractor are for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary.

12.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Executive Engineer technically substantiating the proposals and approval of the Executive Engineer obtained for execution.

12.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.

12.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.

12.6 Coffor Dams.

Necessary coffer dams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work. The contractor has to quote his percentage keeping the above in view.

13 Power Supply.

13.1 The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him.

13.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(l) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

13.3 The power shall be used for bonafide Departmental work only.

14 Temporary Diversions (Works on Highways)

14.1 The contractor shall at all times carryout work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the contractor shall in accordance with the directions of the Engineer-in-charge provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the highway.

14.2 If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriage-way for any reason, a temporary diversion close to the

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highway shall be constructed as directed. It shall be paved with the materials such as hard morum, gravel and stone, metal to the specified thickness as directed by the Engineer-in-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-in-charge before the highway is closed to traffic.

14.3 The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer-in-charge.

14.4 The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Red lanterns or warnings lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

15 Ramps:

Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.

16 Monsoon Damages:

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

17 The works to be Completed by the Intended Completion Date:

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete the work by the Intended Completion Date.

18 Safety:

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

19 Discoveries:

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The Contractor is to notify the Engineer-in-charge of such discoveries and carry out the Engineer-in-Charge's instructions for dealing with them.

20 Possession of the Site.

20.1 The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carryout the work at site by the Contractor.

21 Access to the Site:

21.1 The Contractor shall provide the Engineer-in-Charge and any person authorised by the Engineer-in-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

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22 Instructions:

22.1 The Contractor shall carry out all instructions of the Engineer-in-charge and comply with all the applicable local laws where the Site is located.

23 Settlement of disputes:

23.1 If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Engineer-in-charge who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Engineer-in-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

23.2 If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the Contractor may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor 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 Contractor has given the said evidence in 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 Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. 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 Contractor be dissatisfied with any such decision, then and in any such case the contractor 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:-

SETTLEMENT OF CLAIMS:

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:

- a) Claims upto a value of rupees 10,000 / - : Superintending Engineer, (P.H) Warangal.
- b) Claims above value of rupees 10,000/- and up to rupees 50,000/- : Chief Engineer (P.H) Hyderabad.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

Claims above Rs.50,000/-.

All claims of above Rs.50,000/- are to be settled by a Civil Court of competent jurisdiction by way of Civil suit and not by arbitration.

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A reference for adjudication under this clauses shall be made by the contractor within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier.

B. TIME FOR COMPLETION

24 Program:

24.1 The total period of completion is **As per NIT** from the date of entering with agreement to proceed including rainy season. Keeping in view, the schedule for handing over the site given in condition below, the work should be programmed so as to achieve the milestones as in "Rate of progress statement" enclosed.

24.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Executive Engineer's Certificate for the value of work done and completion of milestones will be required. Date of commencement of their programme will be the date on which agreement was concluded.

24.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

24.4 Rate of progress :

i) Work programme of achieving the milestones (Statement).

Sl no	Mile stone Description	Cumulative Period of Mile stone in months i.e at the end of	% of work to be completed during each Mile stone	Cumulative % of work at the end of Mile stone
1	1 st Mile stone	3	10	10
2	2 nd Mile stone	6	15	25
3	3 rd Mile stone	9	20	45
4	4 th Mile stone	12	20	65
5	5 th Mile stone	15	20	85
6	6 th Mile stone	18	15	100

ii) Site. Schedule of programme of handing over Site to the Contractor. (Statement).

24.5 The contractor shall commence the works on site within the period specified under condition mentioned above after the receipt by him of a written order to this effect from the Competent Authority and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Competent Authority or be wholly beyond the contractors control.

24.6 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Engineer-in-Charge's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written

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notice to the Engineer-in-Charge, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Engineer-in-Charge to give possession in accordance with the terms of this clause, the Competent Authority shall grant an extension of time for the completion of works.

24.7 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

24.8 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

24.9 Delays and extension of time:

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Engineer-in-Charge or by the officer competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Engineer-in-Charge, are undoubtedly beyond the control of the contract. The Engineer-in-Charge shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five percent in excess of the actual working period so lost.

In the event of the Engineer-in-Charge failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Superintending Engineer of the Circle whose decision will be final and binding. The contractor shall lodge in writing with the Engineer-in-Charge a statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.

Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Engineer-in-Charge as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Engineer-in-Charge or other competent authority when ordering such alterations or additions.

25 Construction Programme:

25.1 The Contractor shall furnish at the time of agreement, a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile stone programme specified and shall obtain the approval of the Engineer-in-charge. Further rate of the progress as in the program shall be kept upto date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Engineer-in-Charge. No revised program shall be operative without approval of Engineer-in-Charge.

25.2 The Engineer-in-Charge shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and he contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Engineer-in-Charge with in 7 days of the Engineer-in-Charge direction to alter the order of progress of works.

25.3 The contractor shall give written notice to the Engineer-in-Charge whenever planning or progress of the works is likely to be delayed on disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

26 Speed of Work

26.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Engineer-in-Charge. The contractor should furnish progress report indicating the programme and progress once in a month. The Engineer-in-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Engineer-in-Charge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Engineer-in-Charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

26.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Engineer-in-Charge shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the "Articles of Agreement", he shall so advise the contractor in writing and at the same time demand compliance in accordance with conditions of Tender Notice. If the contractor neglects to comply with such demand within seven days after receipt of notice, it shall then or at any time there after, be lawful for the Engineer-in-Charge to take suitable action in accordance with Clause.60 of APSS.

27 Suspension of works by the Contractor:

27.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Engineer-in-Charge, or in the opinion of the Engineer-in-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause.27 of the APSS, Engineer-in-Charge shall take action in accordance with Clause 61 of APSS.

27.2 If the Contractor stops work for 28 days and the Stoppage has not been authorised by the Engineer-in-Charge the Contract will be terminated under Clause 61 of APSS.

27.3 If the Contractor has delayed the completion of works the Contract will be terminated under Clause.61 of APSS.

28 Extension of the Intended Completion Date:

28.1 The Engineer-in-Charge shall extend or recommend for extension, in accordance with the Government orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

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28.2 The Engineer-in-Charge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer-in-Charge for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

Delays Ordered by the Engineer-in-Charge:

28.3 The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Work.

29 Early Warning:

29.1 The contractor is to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

29.2 The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

30 Management Meetings:

30.1 The Engineer-in-Charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. QUALITY CONTROL

31 Identifying Defects:

31.1 The Engineer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

32 Tests:

32.1 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

33 Correction of Defects:

33.1 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

33.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-in-Charge's notice.

34 Uncorrected defects

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34.1 If the contractor has not corrected the defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.

34.2 The Engineer-in-Charge may also introduce check lists which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control engineers.

35 Quality Control:

In addition to the normal inspection by the regular staff incharge of the Construction of work, the work will also be inspected by the Executive Engineer /Superintending Engineer Quality control Circle or by the State or District level Vigilance Cell Unit and any other authorised external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Engineer-in-Charge of the execution of the work.

For all works costing more than Rs.2.00 Crores the Contractor shall submit quality plan and also show proof of owning quality lab or tie-up with an established quality lab.

D. Cost Control

36 Bill of Quantities:

36.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.

36.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.

37 Changes in the Quantities:

37.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.

37.2 The payment of rates for such supplemental items of work will be regulated as under;

Supplemental items directly deducible from similar items in the original agreement.

37.2.1 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.

37.2.2 (a) Similar items but the rates of which cannot be directly deduced from the original agreement.

(b) Purely new items which do not correspond to any item in the agreement.

37.2.3 The rates of all such items shall be Estimated Rates plus or minus overall Tender percentage.

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38 Extra Items:-

38.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer-in-Charge. The rates for extra items shall be worked out by the Executive Engineer as per the conditions of the Contract and the same are binding on the Contractor.

38.2 The contractor shall before the 15th day of each month, submit in writing to the Engineer-in-Charge a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

38.3 Entrustment of additional items:

38.3.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of **next higher authority** shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimate rates.

38.3.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts of supplemental agreement does not exceed the amounts up to which they are competent to accept in an original agreement, the rates for such items shall be worked out in accordance with the procedure prescribed in relevant GOs.

(I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.

38.3.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Competent Authority approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

39 Cash flow forecasts:

39.1 When the program is updated, the contractor is to provide the Engineer-in-charge with an updated cash flow forecast.

40 Payment Certificates:

40.1 The Contractor shall submit to the Engineer-in-charge monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

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- 40.2 The Engineer-in-charge shall check the Contractor's monthly statement within 14 days.
- 40.3 The value of work executed shall be determined by the Engineer-in-charge.
- 40.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 40.5 The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41 Payments:

41.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any officer of the department not lower in rank than a Assistant Engineer and check measured by any officer not lower in rank than a Deputy Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the workspot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorised agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or his authorised representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorised agent and check measure them even in the absence of the contractor.

41.2 The price adjustment will be applicable as per the orders issued vide the following Gos.

- G.O.Ms.No.1 Finance (W & P-F7) Dt: 25-02-2012
- G O Ms No. 23 PR&RD Dept. Dt. 11-2-2014
- G.O. Ms. No. 94 of T R & B (RI), Dept. Dt. 16-04-2008,
- G.O. Ms. No. 252 of T R & B (RI), Dept. Dt. 28-08-2008,
- G.O. Ms. No. 269 of T R & B (RI), Dept. Dt. 15-09-2008
- G. O. Ms. No. 35 of T R & B (RI), Dt. 30-01-2009
- **G. O. Ms. No. 910 of MA & U D (A2) Dept , Dt. 21-6-2008**

41.3 TERMS OF PAYMENT FOR PIPES

The following break up will be allowed for Pipes:---

Sl. No.	Description	Percentage of payment	Cumulative percentage of payment

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1	After supply, delivery of pipes to site in good condition and after Quality Control inspection	65% of cost of pipes	65%
2	After Laying and jointing of pipes as per specification.	25% of cost of pipes	90%
3	After successful completion of hydraulic field testing of pipes refilling with excavated soils as directed by the Department and commissioning.	10% of cost of pipes	100%

41.4 TERMS OF PAYMENT FOR RESERVOIRS.

Sl. No.	Description	Percentage of payment	Cumulative percentage of payment
1	Raft Foundation and columns up to Ground Level and Foundation for Stair Case	20%	20%
2	Staging upto bottom ring beam level and Dob legged / Spiral stair case up to ring beam	20%	40%
3	Bottom ring beam, bottom, dome and Dog legged / Spiral stair case	25%	65%
4	Side Wall up to top	13%	78%
5	Top dome / slab and stair case	12%	90%
6	Fixing of all accessories, inlet and out let arrangements and testing, painting etc., complete	10%	100%

41.5 The actual volume of stone and aggregates shall be computed after deducting the following percentages from the volume computed by stack measurements.

S. No	Standard size of aggregate and stone	Percentage reduction in volume computed by stack measurements to arrive at the volume to be paid for
1.	Stone	40
2.	40 mm and 25 mm	10
3.	20 mm, 12 mm, 10 mm & 6 mm	5
4.	Fine aggregate	Nil
5.	Gravel	20

Unless otherwise directed, measurements shall not be taken until sufficient materials for use on work have been collected and stacked. Immediately after measurement, the stack shall be marked by white wash or other means as directed by the Engineer-in-charge.

41.6 Payments and Certificates:

41.6.1 Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due

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fulfillment of the contract. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Engineer-in-Charge, and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due fulfillment of the contractor under the certificate to be issued by the Engineer-in-Charge. On completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except earnest money deposit retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security after a period of 24 months as all defects shall have been made good according to the true intent and meaning thereof.

41.6.2 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or Contract conditions etc., such unauthorised payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time thereafter from the deposits available with the Government.

41.6.3 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.

41.6.4 No claim shall be entertained, if the same is not represented in writing to the Engineer-in-Charge within 15 days of its occurrence.

41.6.5 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.

41.7 Intermediate Payments:

41.7.1 For intermediate Stage of work, only part rates as fixed by the Engineer-in-Charge will be paid.

41.7.2 Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.

41.7.3 Full rate shall be paid when the work is completed to the full profile as noted in the drawings/specifications.

41.7.4 For earthwork in cutting, 10% of the quantity will be withheld for intermediate payments and the same will be released after completing the work to the profiles as per drawings and disposal of the spoil material at the specified places and handing over the balance useful stone. For this purpose a length of 25 mts. will be taken as a Unit.

41.7.5 For earth work, embankment formation work, 10% of the quantity will be withheld for intermediate payments and the same will be released after completing the bund to the profiles as per drawings including trimming of

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side slopes and all other works contingent to the bund profile. For this purpose, 25 mts of length will be taken as a Unit.

- 41.7.6 For the structure works either with masonry or concrete where the height of structure is more than three meters, the quantities executed in the lower level will be withheld at the rate of one percent for every three meters height, if the balance height of the structure work is more than three meters in being over the executed level and the same will be released only after the entire work is completed as certified by the Engineer-in-Charge.
- 41.7.7 For C.M. & C.D. works and for lining works, spread over more than 2 Km. In length 5 percent of the concrete and Masonry quantities will be withheld and the same will be released after completion of all C.M. & C.D. works and lining for the entire length certified by the Engineer-in-Charge.
- 41.7.8 Where payment is intended for aggregates by Bill of Quantities item based on stack measurements, 10% of the quantity measured will be withheld. No payment or advance will be made for unfixed materials when the rates are for finished work in site.

42 Interest on Money due to the Contractor:

No omission by the Executive Engineer or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

43 Certificate of Completion of works:

43.1 Certificate of Completion of works:

43.1.1 When the whole of the work has been completed and has satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer-in-Charge accompanied by an undertaking to carry out any rectification work during the defect liability period/maintenance, such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Engineer-in-Charge to issue a Certificate of completion in respect of the Works. The Engineer-in-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-in-Charge's opinion, required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Engineer-in-Charge of the Works so specified and making good of any defects so notified.

43.1.1 Similarly, the Contractor may request and the Engineer-in-Charge shall issue a Certificate of Completion in respect of:

- a) Any section of the permanent works in respect of which a separate time for completion is provided in the Contract, and
- b) Any substantial part of the permanent works which has been both completed to the satisfaction of the Engineer-in-Charge and occupied or used by the department.

- 43.1.2 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in-Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

44 Taxes included in the bid:

- 44.1 *The rates provided in BOQ(Schedule A- part I) are for finished item of work at site.* The percentage quoted by the contractor shall be deemed to be *inclusive of taxes, duties and local levies on all materials* that the contractor will have to purchase for performance of this contract except for such items as specified in BOQ (*Schedule A- part I*).
- 44.2 It is the responsibility of the bidder to avail the CED exemption wherever applicable and the department will process the same at the request of the bidder but not responsible for obtaining exemption of the same if any. The department will not pay the Taxes and Duties on items for which the Central/State Govt. has given exemption from payment of such taxes and duties.
- 44.3 Provision is made in *Schedule-A Part-II* towards the statutory taxes viz., Works contract VAT, labour cess, seigniorage charges, NAC etc. to be paid by the department to the concerned departments. Further *taxes, for such items specified as exclusive of taxes in BOQ (Schedule-A Part-I) and for items where CED is exempted, which are mandatorily payable by the contractor(as per rules) will be reimbursed (as per actuals)on proof of payment to the extent accounted for on production of documentary evidence, for which provision is made in Schedule-A Part-II.*
- 44.4 *Any change in tax regime such as GST shall be applicable as per change in law and policies made by GOI/State Government from time to time.*
- 44.5 *Over heads*
The estimated rates are inclusive of Over head charges.
The over head charges include the following elements
- i. Site accommodation, setting up plant, access road, water supply, electricity and general site arrangements.
 - ii. Office furniture, equipment and communications
 - iii. Provision towards expenditure on:
 - a) Corporate office of contractor
 - b) Site supervision
 - c) Documentation and “as built” drawings
 - iv. Mobilization/ de-mobilization of resources
 - v. Labour camps with minimum amenities and transportation to work sites.
 - vi. Light vehicles for site supervision including administrative and managerial requirements.
 - vii. Setting up of laboratories for quality control, field and laboratory testing for control of quality of various items of work and documentation of test results as per requirement of the specifications.
 - viii. Minor T & P including vibrators for concrete work and survey instruments and setting outworks, including verification of line, dimensions, trial pits and bore holes where required.
 - ix. Watch and ward
 - x. Arrangement for Traffic and Traffic management during construction
 - xi. Expenditure on safeguarding environment
 - xii. Sundries
 - xiii. Financing Expenditure of the contractor
 - xiv. Deleted

45 Retention

- 45.1 The department shall retain from each payment due to the contractor @ the rate of **7.5% of bill** amount until completion of the whole of the Works.

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- 45.2 On completion of the whole of the Works half the total amount retained is re-paid to the Contractor and half when the Defects Liability Period has passed and the Engineer-in-Charge has certified that all the Defects notified by the Engineer-in-Charge to the Contractor before the end of this period have been corrected.
- 45.3 On completion of the whole work, the contractor may substitute retention money with an “on demand” irrevocable and unconditional Bank Guarantee.

46 Liquidated Damages

46.1 If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, or any section is at any time, in the opinion of the Engineer – In- Charge too slow to ensure completion by the prescribed time or extended time for completion Engineer –In- Charge shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Engineer –In- Charge may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Engineer –In- Charge under this clause the contractor shall seek the Engineer –In- Charge permission to do any work at night or on Sundays, if locally recognised as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

46.2 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Engineer –In- Charge may without prejudice to any other method of recovery will deduct one tenth of one percent of unfinished work value per calendar day or part of the day for the period of delays subject to a maximum of **10%** of the contract value not as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

47 Mile stones of progress and the liquidated damages for the whole of the work are as follows.

Sl no	Description	Cumulative % of work to be completed	Liquidated Damage to be imposed.
1	1 st Mile stone at the end of 3 months	10	Rs.50/- per day per Lakh of unfinished value of work
2	2 nd Mile stone at the end of 6 months	25	Rs.50/- per day per Lakh of unfinished value of work
3	3 rd Mile stone at the end of 9 months	45	Rs.50/- per day per Lakh of unfinished value of work
4	4 th Mile stone at the end of 12 months	65	Rs.50/- per day per Lakh of unfinished value of work
5	5 th Mile stone at the end of 15 months	85	Rs.50/- per day per Lakh of unfinished value of work
6	6 th Mile stone at the end of 18months	100	Rs.50/- per day per Lakh of unfinished value of work

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The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

48 Deleted

49 Securities:

49.1 The Earnest Money Deposit and Additional Security (for discount tender percentage beyond **25%**) shall be provided to the Department not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a DD/BG acceptable to the Department. The Earnest Money shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security shall be valid until a date 28 days from the date of issue of the certificate of completion.

50 Cost of Repairs:

50.1 Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

E. FINISHING THE CONTRACT

51 Completion:

51.1 The Contractor shall request the Engineer-in-Charge to issue a Certificate of completion of the Works and the Engineer-in-Charge will do so upon deciding that the work is completed.

52 Taking Over:

52.1 The Department shall takes over the Site and the Works within seven days of the Engineer-in-Charge issuing a certificate of Completion.

53 Final Account:

52.1 The Contractor shall supply to the Engineer-in-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer-in-Charge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer-in-Charge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Engineer-in-Charge shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

54 Termination:

54.1 The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.

54.2 Fundamental breaches of Contract include, but shall not be limited to the following.

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Engineer-in-Charge.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

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- c) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge; and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

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

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

54.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

55 Payment upon Termination:---

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

56 Property:

56.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Department if the Contract is terminated because of Contractor's default.

57 Release from Performance:

57.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Engineer-in-Charge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

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F. SPECIAL CONDITIONS

58 Water Supply:

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

59 Electrical Power:

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the Andhra Pradesh State Electricity Board at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Department, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of Electricity Board for the cost of power consumed by him.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The power shall be used for bonafide Departmental works only.

59.1 Electric Power for Domestic Supply:

- a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the **Telangana** State Electricity Board from time to time.
- b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-in-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-in-Charge.

60 Land:

60.1 Land for Contractor's use:

The contractor will be permitted to use Government land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, workshop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and atleast 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Engineer-in-Charge reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

60.2 Surrender of occupied land

- a) The Government land as here in before mentioned shall be surrendered to the Engineer-in-Charge within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Engineer-in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Engineer-in-Charge, vacate and surrender the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.
- b) The contractor shall make good to the satisfaction of the Engineer-in-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Executive Engineer on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Executive Engineer. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

60.3 Contractor not to dispose off Spoil etc.,

The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

61 Roads:

In addition to existing public roads and roads Constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Engineer-in-Charge. The contractor shall permit the use of these roads by the Government free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

62 Payment for Camp Construction

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No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have been included in the tendered rate for the various items of work in the schedule of quantities and bids.

63 Explosive And Fuel Storage Tanks

No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall conform to the regulations of Telangana / Andhra Pradesh State Government and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

64 Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a written in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Engineer-in-Charge may require.

64.1 Transportation of Labour:

The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

As per Govt. memo No.721/Gr.(1)/81-35, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Executive Engineer concerned before commencement of work.

65 Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and

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shall comply with directions issued by the Executive Engineer or on his behalf from time to time and at all times.

2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
3. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.
4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding named electrical wire etc., as they would electrocute the works.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

66 Fair Wage Clause:

The contractor shall pay not less than fair wages to labourers engaged by him on the work.

“Fair” wages means wages whether for time or piecework notified by the Government from time to time in the area in which the work is situated.

The contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.

In respect of labour directly or indirectly employed in the works for the purpose of the contract part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Executive Engineer.

The Executive Engineer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.

The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.

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As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.

Any violation of the conditions above shall be deemed to be a breach of his contract.

Equal wages are to be paid for both men and women if the nature of work is same and similar.

The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.

67 Indemnity Bond:

NAME OF WORK:

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

68 Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Engineer-in-charge /Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the Department of the Department at any point of time.

69 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

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- (a) Workmen compensation Act No 8 of 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act No 39 of 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous provision Act No 19 of 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act no 37 of 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act No 11 of 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of wages Act No 4 of 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made form the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act No 21 of 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act No 14 of 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

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- (k) Industrial Employment (Standing Orders) Act No 20 of 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.
- (l) Trade Unions Act No 16 of 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act No 61 of 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction workers (regulation of Employment and conditions of service) Act No 27 of 1996 and the Cess Act No 28 of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act No 63 of 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

70 Liabilities of the Contractor

70.1 Accident Relief and workmen compensation:

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Asst. Executive Engineer of the Department the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Govt. as a consequence of Govt. failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.

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- 70.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Executive Engineer to retain such sum of money which may in the opinion of the Executive Engineer be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.
- 70.3 The contractor shall at all times indemnify the Govt. of A.P. against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules thereunder or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

71 Contractor's Staff, Representatives and Labour:

- (a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorise him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.
- (b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.
- (c) If the contractor does not employ the technical person agreed to on the work a fine of **Rs.25, 000/-** will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.

72 Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labourers including controlled commodities.

73 Relationship :

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Department, Government of Telangana of the rank Assistant Engineer and above engaged in the work and any officer of the rank of Assistant Secretary and above of the Department of Government of Telangana .

74 Protection of adjoining premises:

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

75 Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorised holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-in-Charge and

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- (iii) The construction programme given by the Contractor and agreed upon by the Engineer-in-Charge envisages such night working or working during Sundays or authorised holidays.

76 Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Engineer-in-Charge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Engineer-in-Charge, the Contractor can use the sites accordingly.

77 Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that works by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

78 Equipment:

- 78.1 The contractor shall have sufficient equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.
- 78.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.
- 78.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Executive Engineer at the time of supply of the machinery.
- 78.4 The acceptance of departmental machinery on hire is optional to the contractor.

79 Steel forms:

Steel forms should be used for all items involving and use of centering and shuttering shall be single plane without any dents and undulations.

80 Inconvenience to public:

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The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Engineer-in-Charge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

81 Conflict of interest:

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.

82 Contract documents and materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person.

83 General obligations of Contractor:

83.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

83.2 The contractor shall promptly inform the Department and the Engineer-in-Charge of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

83.3 If Contractor believes that a decision taken by the Engineer-in-Charge was either outside the authority given to the Engineer-in-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Engineer-in-Charge's decisions.

83.4 Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

84 Security measures:

- a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
- b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.
- c) All vehicles used by the contractor shall be clearly marked with contractor's name.
- d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to

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maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

- e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect
- f) Separate payment will not be made for provision of security services.

85 Fire fighting measures:

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- b) Separate payment will not be made for the provision of fire prevention measures.

86 Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Engineer-in-Charge may enforce them at the expenses of the Contractor.

87 Training of personnel:

The contractor, shall, if and as directed by the Engineer-in-Charge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Engineer-in-Charge in consultation with the contractor.

88 Ecological balance:

- a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surrounding in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.
 - i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-in-Charge.
 - ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately

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protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.

- (iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.
 - (iv) In conduct of construction activities and operation of equipments the contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor, Orders of the Engineer-in-Charge in this respect would be final and binding on the contractor.

89 Preservation of existing vegetation:

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-in-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trecking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorized for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.
- b) All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Engineer-in-Charge. No payment whatsoever shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Engineer-in-Charge. The recovery of this amount shall be made in full from the intermediate bill that follows.
- c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

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90 Possession prior to completion:

The Engineer-in-charge shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of APSS except where expressly otherwise specified by the Engineer-in-charge.

91 Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at **12% per annum** for the period of delay.

92 Access to the contractor's books:

Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-in-Charge.

93 Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge and the Engineer-in-Charge's representative and by any other persons authorized by the Engineer-in-Charge in writing.

94 B.I.S. [I.S.I.] books and APSS to be kept at site:

A complete set of Indian Standard specification referred to in "Technical Specifications" and A.P.S.S. shall be kept at site for reference.

95 Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Department Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Executive Engineer or the Superintending Engineer will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Executive Engineer.

96 Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the Executive Engineer will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorised and directed by the Executive Engineer in writing.

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The Executive Engineer shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict.

Engineer-in-Charge's Decision:

It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out o the work, the decision of the Engineer-in-Charge, which shall be given in writing shall be binding on the contractor.

97 Care and diversion of river/stream:

The contractor shall submit details regarding the diversion and care of river or stream during construction of the work along with a separate print-out of the time table showing earliest and latest start and finish dates of various activities. He should submit a detailed layout plan with drawings for the diversion and care of river during construction of work. The above arrangements shall be at contractor's cost.

98 Income tax

- a) During the currency of the contract deduction of income **tax at 2.24%** shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations

99 Reimbersable amounts As per schedule A part II

99.1 Seigniorage charges:

- (i) Seigniorage charges will be recovered as per G. O. Ms. No. 67; Dt. 26-09-2015 of Industries & Commerce (M.I) Dept. and G.O.MS.No. 71 Industries & Commerce (M.I) Dept.Dated: 30/11/2016 from the work bills of the contractor based on the theoretical requirement materials at the following rates.
- (ii) Seigniorage charges will be recovered as per rules from the work bills of the contractor based on the theoretical requirement materials at the following rates.

Sl. No.	Material	Seigniorage
1.	Sand	Rs: 40.00 / cum
2.	Metal/Stone dust	Rs: 75.00 / cum
3.	R.R. stone for masonry	Rs: 75.00 / cum
4.	Revetment stone.	Rs: 75.00 / cum
5.	C.R.S stone	Rs: 75.00 / cum
6.	Gravel./ Soil borrowed	Rs: 30.00 / cum
7.	Earth used for formation obtained by carting from outside (R&B) Road boundaries.	Rs: 30.00 / cum

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(iii) The rates are liable to be revised and amended from time to time by the State Government, by notification in the 'Telangana Gazettee'. If the revised seigniorage fee is more than the above mentioned, the recovery from the contractor's bills is as per revised rates. As per the G.O.Ms.No.77 I&CAD Dept., Dated:15-04-2006, any escalation in these charges beyond the provisions of the agreement are to be borne by the department debiting such escalated amount to the works estimate concerned.

(iv) As per Vigilance & Enforcement vide appraisal Note No. 84, Dated. 04-07-2003. it is ordered that the "Seigniorage Fee shall be recovered at the rates prevailing as on the date of recordings of the measurements in M.Books irrespective of agreement date"

99.2 NAC:

An amount of **0.10%** of the gross bills will be deducted from contractors as contribution to the **National Academy of Construction**, Hyderabad.

99.3 Works Contract VAT

- (i) Tax collection at source at **5% towards Works Contract VAT** shall be recovered from the bills of the contractor. The same will be remitted to the concerned authorities and instructions from the Government amended from time to time on works contract VAT shall be followed .
- (ii) The successful bidder needs to fill in form VAT 250 and submit in their tax office duly exercising option for the composition of VAT. A copy of the same shall be furnished to the agreement concluding authority along with balance EMD
- (iii) The contractor should produce a valid VAT Clearance Certificate before the payment of the final bill; otherwise payment to the contractor will be withheld.

99.4 Labour Cess

The building and other construction workers welfare cess rules 1996 (cess act) and the cess rules, 1098 and as defined in section 2(d) of the main Act from 26-06-2007, to **remit 1 % cess** on all the bills paid to the contractors

100 Supply of construction materials:

- i) The contractor has to make his own arrangements for procurements, supply and use of construction materials.
- ii) All materials so procured should confirm to the relevant specifications indicated in the bidding documents.
- iii) The contractor shall follow all regulations of the Department/Government of India in respect of import licenses etc., of the procurement of the materials is through imports and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.

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- iv) The contractor shall make his own arrangements for adequate storage of the materials.

101. Designs and drawings

- (i) The contractor shall vet the DPRs and come out with modifications, if any required in the designs for better performance of Project. Such modifications to the designs of components as per site conditions shall be done in consultation and approval by the authority.
- (ii) The contractor shall follow all relevant BIS codes / circulars issued by the department from time to time for various components of works. In case of difference of opinion on technical matters between the contractor and the Engineer in charge, the decision of the approving authority of the department shall be final and binding on the contractor.
- (iii) The bidder shall furnish the designs and drawings for ELSRs/ELBS/GLSRs/GLBRs after conducting detailed survey and investigations within 15 days after conclusion of agreement for approval by the competent authority.
- (iv) The department shall approve the designs and communicate to the contractor.

[Any other special conditions applicable to the work put to Tender.]

VOLUME II

CONTRACTOR

SUPERINTENDING ENGINEER
PUBLIC HEALTH, WARANGAL

TECHNICAL SPECIFICATIONS

(SEPARATE SHEETS ENCLOSED)

CONTRACTOR

SUPERINTENDING ENGINEER
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DRAWINGS
(SEPARATE SHEETS ENCLOSED)

CONTRACTOR

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1.0 DRAWINGS:

- 1.1 The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The premium quoted by the contractor for various items shall hold good for execution of work even with altered plans.
- 1.2 One set of drawings, on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the Superintending Engineer / Executive Engineer progressively according to the work program submitted by the contractor and accepted by the Superintending Engineer / Executive Engineer
- 1.3 However, no extra claims by the contractor toward any delay in issue of drawing or issue of any revision / change to the drawings issued earlier shall be admissible.

2.0 DISCREPANCIES:

- 2.1 In case of discrepancies between documents the following order of procedure shall apply:-
 - 2.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.
 - 2.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.
 - 2.1.3 Drawings issued as construction drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractor's responsibility only. Acceptance for such work will be at the discretion of the Executive Engineer.

3.0 SECRECY CLAUSE

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.

VOLUME III

CONTRACTOR

SUPERINTENDING ENGINEER
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**BILL OF QUANTITIES
AND
PRICE BID**

CONTRACTOR

SUPERINTENDING ENGINEER
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**BILL OF QUANTITIES
PREAMBLE**

NAME OF WORK: - Water Supply Improvement Projects in Greater Warangal Municipal Corporation under AMRUT.

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. The quantities here given are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the estimate rate plus or minus tender percentage quoted in the Bill of Quantities where ever applicable, and otherwise at such rates and prices as the Engineer-in-Charge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender percentage quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & A. P. S. Specifications.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.
9. The Tenderer should inspect and select the quarries of his choice before he quotes the tender percentage in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.

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11. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.
12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
13. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the percentage quoted shall take into account the dewatering charges necessary. No separate payment will be made for dewatering.
14. Wherever embankment work is involved, useful soils approved by the Engineer-in-Charge from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.
15. The quoted tender percentage shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Engineer-in-Charge from time to time. The quoted tender percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted percentage.
16. The Contractor shall ensure that, the quoted tender percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
17.
 - a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Telangana and shall form an inseparable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
 - b) The tenderer shall examine, closely the A.P.S.S / MORTH and also the standard preliminary specifications contained therein and sign the Superintending Engineer's office copy of the APSS / MORTH and its addenda volume in token of such study before submitting his overall tender percentage which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer. The APSS / MORTH and other documents connected with

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contract such as estimate plans, specifications, can be seen on all working days in the office of the **Superintending Engineer (P.H) concerned.**

18. The tenderers attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of APSS. Materials conforming to the Bureau of Indian Standards specifications, APSS etc., shall be used on the work and the tenderers shall quote his overall tender percentage accordingly.
19. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective B.I.S Codes before tendering.
20. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Engineer-in-Charge in writing well before their use of the work.
21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not take any responsibility for fluctuations in market in cost of the materials (unless otherwise specified) , transportation and for loss of materials etc.
22. Inspection of site and quarries by the tenderer: Every tenderer is expected before quoting his overall tender percentage, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Executive Engineer, in any case, shall be submitted for the Executive Engineer's approval before the supply to site of work is begun.
23. The tenderer's particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with
 - a) Test, inspection and rejection of defective materials and work.
 - b) Carriage
 - c) Construction plant
 - d) Water and lighting
 - e) Cleaning up during the progress and for delivery.
 - f) Accidents
 - g) Delays
 - h) Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall tender percentage he is tendering.

24. The defect liability period of contract **is Sixty(60) months.**
25. The estimate rates for items shown in the Schedule "A" include all construction materials. The tenderer has to quote an overall tender percentage considering all the aspects of the tender to complete the finished item of work as per the APSS / MORTH / B.I.S. specifications, the special specifications appended, Drawings etc.
26. If there is any contradiction between APSS / MORTH and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.

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27. In case of a job for which specifications are not available with the Schedule or in APSS / MORTH or B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Engineer-in-charge.
28. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractors' bill.
- The contractor should quote his tender percentage keeping in view of the above aspects.
29. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
30. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
31. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the A.P. standard specifications and other conditions of specification of this contract.
32. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected herewith. The Percentage Excess or less on ECV quoted are for works in situ and complete in every respect.
33. For all items of work in excess of the quantities indicated in the schedule A, the rates payable for such excess quantities will be tendered rates i.e., estimate rates plus or minus overall tender percentage.
34. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
35. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
36. The payment of rates for supplement items of work will be regulated as under.

Supplemental items directly deductible from similar items in the original agreement.

The rates shall be derived by adding to or subtracting from the agreement rate of such similar item, the cost of the difference in the quantity of materials, labour between the new items and similar items in the agreement worked out with reference to the standard schedule of rates adopted in the sanctioned estimate with which the tenders are accepted.

- a) Similar items but the rates of which cannot be directly deduced from the original agreement.
- b) Purely new items which do not correspond to any item in the agreement.

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- The rate of all such items shall be estimated rate plus or minus overall tender percentage.
37. ENTRUSTMENT OF ADDITIONAL ITEMS.
- a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.
 - b) Entrustment of supplement items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement, the rates for such items shall be worked in accordance with the procedure prescribed in GO Ms.No.1493 PWD, dated:- 25.10.1971 and as amended in Govt. Memo number 544 cod 72-22 dt:6.7.1973.
 - c) Entrustment of either the additional or supplemental items shall be further subject to the provisions under Para 176 (e) of APWD Code Viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term estimate rate used above means the rate in the sanctioned estimate with which the tenders are accepted or if no such rate is available in the estimate the rate derived will be with reference to the standard schedule of rates adopted in the sanctioned estimate with which tenders are accepted.

BILL OF QUANTITIES

[Part-I]

NAME OF WORK: **Water Supply Improvement Projects in Greater Warangal Municipal Corporation under AMRUT.**

Sl. No	Approximate quantity In figures/ words	Description of work	Specification No / APSS / BIS / MORTH	Unit In figures / words	Estimate Rate In figures / words	Amount inRs.
		SEPARATE SHEETS ENCLOSED				

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BILL OF QUANTITIES - SCHEDULE -A

Part-II

Details of Statuary taxes and Reimbursable Taxes

1)	Works contract VAT	:	Rs. 2455.49 Lakhs
2)	Labour Cess	:	Rs.491.1 Lakhs
3)	NAC	:	Rs.49.11 Lakhs
4)	Seignorages charges	:	Rs.98.22 Lakhs
5)	Taxes for such items specified as exclusive of taxes in the BOQ Schedule A part- I	:	Rs.2122.23 Lakhs
	(Amount will reimbursed on production of documentary evidence)		

FORMATS OF SECURITIES

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PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Whereas (Name of the contractor) (here in after called "the tenderer") has submitted his tender response to NIT No:..... dated:..... for the work " " (Name of work) (hereinafter called "the tender").

Known all men by these present that we (Name and address of bank) (hereinafter called "the bank" are bound unto / (name of the designated PAO) in the sum of * for which payment will and truly to be made to the said department, the Bank binds itself, his successors and assigns by these presents.

Sealed with the common seal of the bank this day of200....

The conditions of this obligation are:

- (1) If after tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the form of tender.
- (2) If the tenderer having been notified of the acceptance of his bid by the department during the period of validity.
 - (a) fails or refuses to execute the form of agreement in accordance with the Instructions to tenderers, if required, or
 - (b) fails or refuses to furnish the balance EMD and additional performance security in accordance with the instructions of tenderers.

We undertake to pay to the department up to the above amount upon receipt of his first written demand, without the department having to substantiate his demand, provided that in his demand the department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date** after the dead line for submission of tenders as such deadline is stated in the Instructions to tenders or as it may be extended by the department, 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)

* The tenderer should insert the amount of the EMD in words and figures denominated in Indian rupee. This figure should be the same as shown in the NIT.

** 6 months for the deadline date for submission of tender. Date should be inserted by the department before the tender documents are issued.

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PROFORMA

BANK GUARANTEE FOR BALANCE E.M.D

_____ (name and address of the department)

Whereas _____

_____ (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract No: _____ dated: _____ to execute the work of _____ (name of work)

And whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as balance EMD / EMD for compliance with his obligations in accordance with the contract;

And whereas we have agreed to give the contractor such a bank guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of _____ (amount of guarantee) _____ (in words), such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to i.e., until 28 days from the date of expiry of the defects liability period.

Signature and seal of the guarantor _____

Name of the bank _____

Address _____

Date _____

PROFORMA

BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

_____ (name and address of the department)

Whereas _____ (name and address of the contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of contract No: _____ dated: _____ to execute _____ (name of contract and brief description of works) (hereinafter called "the contractor");

And whereas it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a schedule bank for the sum specified therein as additional further security bank guarantee for compliance with his obligations in accordance with the contract;

And whereas we have agreed to give the contractor such a bank guarantee;

Now therefore we hereby affirm that we are the guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs: _____ (amount of guarantee) _____ (in words), such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and until 28 days from the date completion.

Signature and seal of the guarantor _____

Name of the bank _____

Address _____

Date _____

ANNEXURE – I (B)

FORM OF SOLVENCY CERTIFICATE BY BANKS

I, _____ Managing Director /
Manager / General Manager / Agent of
_____ bank limited do hereby certify that a
_____ (here
the names and addresses of the contractor) to be solvent to the extent of
Rs: _____ (Rupees _____
_____) as disclosed by the information and record
which are available with the aforesaid bank.

For the _____ bank

Date:

Place:

Signature of the bank manager
(Authorised to sign)

Format for Power of Attorney for signing of Bid

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the _____(Name of work) proposed or being developed by the _____(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)
of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

- 1.
- 2.

Notarized

Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary
Registration Number of the Notary
Date _____

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Format for Power of Attorney for Lead Member of Joint Venture

Whereas the _____ (“the Authority”) has invited bids from interested parties for the _____ (“the Project”). Whereas, _____ and _____ (collectively the “Joint Venture”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____, having its registered office at _____, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in

BIDDER / CONTRACTOR

SUPERINTENDING ENGINEER

exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are*

Not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

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Joint Venture Memorandum of Understanding Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

1. { and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND & THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) **Superintending engineer public health circle warangal Hyderabad, Telangana** (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Bid Document No. dated for pre-qualification and short-listing of bidders for the construction of the Project (the “**Project**”)

- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the Bid document in respect of the Project, and
- (C) It is a necessary condition under the Bid document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid document.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall form a **Joint Venture** under the Applicable Laws for

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entering into a Contract with the Authority and for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding

Process and until the Commencement date under the Contract Agreement when all the obligations of the JV/Joint Venture shall become effective;

- (b) Party of the Second Part shall be {the Financial /Technical Member of the Joint Venture ;}

- {(c) Party of the Third Part shall be the Financial//Technical Member of the Joint Venture; and}

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Bid document and Contract Agreement, till such time as the Financial Closure for the Project is achieved under and in accordance with the Agreement.

6. Shareholding in the JV/Joint Venture

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the JV/Joint Venture shall be as follows:

First Party:

Second Party:

{Third Party : }

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Department to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Department to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;

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- (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Close of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the **Applicant is not pre-qualified**

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

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SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Name)
(Designation)
(Address)

In the presence of:

1.

Notes:

1. **The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.**
2. **Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Department to execute this Agreement on behalf of the Joint Venture Member.**

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