

NOTICE INVITING TENDER

(NIT)



ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LTD.,

(Govt. of Andhra Pradesh Undertaking)

BID DOCUMENT

Short Tender Notice No: : **XX/CE-I/APIIC/2024-25, Dated:xx.xx.2024**

Name of Work : **Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.**

ECV : **Rs.1,09,62,17,386/-**

Name and address of the Contractor :
downloaded the bid document

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ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPORATION LIMITED

(Govt. of Andhra Pradesh Undertaking)
Office of the Chief Engineer-III, 9th Floor, APIICTower-I,
IT Park, Mangalagiri, Guntur Dist.
Phone No:08632381850email ID chiefengineer2-ap@apiic.in

NOTICE INVITING TENDER (NIT)

Tender Notice No : **XX/CE-III/APIIC/2024-25, Dated:xx.xx.2024**

Tenders for the work mentioned below are invited from the Contractors / Contracting firms registered with Government (State or Central Govt.s and PSU)

- 1) Name of work : **Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.**
- 2) Estimate Contract Value put to tender (ECV) : **Rs.1,09,62,17,386/-**
- 3) Period of Completion of work : **24(Twenty Four) Months**
- 4) Form of contract / class of contractor eligible : **L.S.**
 - a) **G.O.MS No 178,I&CAD dated 27-9-1997** : **Special Class (Civil)**
 - b) **G.O.MS No 132,T,R&B dated 11-8-1998** : **Special Class (Civil)**
 - c) **G.O.MS 8, T, R&B dated 8-1-2003** : **Special Class (Civil)**
 - d) **G.O.MS No 94, I&CAD dated 1-7-2003** : **Special Class (Civil)**
- e) Contractors with valid registration in appropriate class i.e., **Class-I (Electrical)** in Central government, other State government departments and undertakings in accordance with the G.O.MS No 94, I&CAD Dated: 1-7-2003.
- AND**
- f) Contractor should possess **Grade 'A' Electrical license** issued by A.P.Electrical Licensing Board.

Contractors registered in appropriate class in Central government, other State government departments and Govt. undertakings are eligible.

Other conditions and further information related to tender notice may be obtained on 'e' procurement market place at www.apecurement.gov.in.

- 5) E.M.D. to be paid online, at 1% of the estimated contract value of work. : **Rs.1,09,63,000/-**
(Through Online Payment or BG).
- 6) Processing Fee (Non Refundable) : **Rs.25,000/- (including GST) to be paid through online**
- 7) Bid Document Downloading Start Date : **xx.xx.2024 at xx.xx PM**
- 8) Bid Document Downloading End Date : **xx.xx.2024 at xx.xx PM**
- 9) Last Date & Time for Receipt of Bids : **xx.xx.2024 at xx.xx PM**
- 10) PQ Stage Date & Time : **xx.xx.2024 at xx.xx PM**
- 11) Commercial Stage Date & Time : **xx.xx.2024 at xx.xx AM**
- 12) Auction Date & Time (Reverse Auction) : **xx.xx.2024 at xx.xx PM**

- 13) TQ Stage Date & Time : **xx.xx.2024 at xx.xx PM**
- 14) Bid Validity Period : **90 days**
- 15) Tender inviting authority i.e. Officer : **Chief Engineer-III, APIIC Ltd., Mangalagiri**
inviting bids and opening the bids
- 16) Agreement concluding authority : **Chief Engineer-III, APIIC Ltd., Mangalagiri**
- 17) a) The bidders need to contact the Chief Engineer-III, APIIC Ltd., Mangalagiri for any information on e-procurement.
- a) The bidders need to register on the electronic procurement market place of Government of Andhra Pradesh that is www.apecurement.gov.in. On registration in the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids on line.
- b) While registering on the e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile such uploaded documents need to be attached to the tender while submitting the bids
- c) The e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating departments for supply of specified goods and services
- d) **Reverse tendering ie e-Auction is facilitated in www.apecurement.gov.in. This is for bidders information only**

18) E-Auction (Reverse Tendering) Stages of Bidding (Derived from the guidelines issued vide G.O No : 67 ,WRD Dt 16/08/2019 & G.O No : 50 ,WRD Dt 15/10/2020)

Note: To Conduct the reverse tender process at least two bidders would be required to qualify for Stage - II : Commercial & e-Auction Stage.

A) Stage : I - Pre-Qualification & Technical Qualification Stage :

The Bidder has to submit the following documents through online for making himself to qualify in this Stage .

- 1) Processing fee of **Rs.25,000/-** shall be paid online in so mentioned APIIC Account. The scanned copy of the payment slip shall be uploaded .
- 2) **Rs.1,09,63,000/-** towards EMD shall be paid online. The scanned copy of payment towards EMD shall be uploaded.
- 3) Original scan copy of Self declaration cum Undertaking (in the prescribed format) shall be signed by the Bidder / Authorized Signatory (in case Joint Ventures with proper supporting documents viz MoU – made for this project with Power of Attorney for authorizing bid signatory & other activities) shall be uploaded
- 4) All the Bidders shall invariably upload all the scanned copies of certificates / documents related to Experience and mandatory documents as per check list, payment proof towards EMD and Processing fee.
- 5) The Department carryout technical bid evaluation solely based on the uploaded certificates/ Documents, and payments proofs towards EMD and Processing fee in the eprocurement system
 - a) **Technical Eligibility** : The Bidder has to fulfill all the conditions as per Clause 3.3 of Instruction to Tenderers
 - b) **Commercial Eligibility** : The Bidder has to fulfill all the conditions as per Clause 3.3 of Instruction to Tenderers

All Bidders has to satisfy Pre-Qualification & Technical Qualification criteria as per their submittals and self-declaration cum Undertaking on eProcurement site.

The price bids of the responsive bidders are opened and proceed further for reverse auctioning.

B) Stage – II : Commercial Stage & E- Auction Stage

On verification of the uploaded documents by YSRSCCL, the qualified Bidders Commercial Bid will be opened for determining the Initial Price Offer (i.e., L1) .

After identification of the L-1 Initial Price Offer, eligible bidders shall be transferred to the Reverse Auction Platform

The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.

Only the current L1 Bid shall be visible to all bidders who may revise their bids until the end process. Decrements made in each subsequent bid shall not be less than 0.5% of the ECV uploaded.

The L1 Bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3 Hour period after closure of the Main Bidding

C) Stage – III :

On determining of the L1 bid through Stage - II, and on meeting above mentioned qualification criteria the L-1 Bidder, will be awarded the contract subject to verification of genuineness of the certificates, and the EMDs of other successfully verified bidders shall be refunded.

If any variation is noticed between the uploaded documents and the self-declaration cum undertaking submitted by the bidder, the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. Further any of the documents furnished by the bidder are found to be false / fabricated / Bogus, at any time the bidder will be black listed and the EMD will be forfeited.

Under the circumstances explained above, on disqualifying the L1 bidder the Department reserves the right to restart the reverse auction process with the L2 price of the concluded reverse auction as the start/ maximum bid price OR to restart the entire tendering process from the NIT Stage. In either case, the date and time of the subsequent process shall be communicated to the remaining bidders.

19. The transaction fee shall be paid through electronic gateway of ICICI / HDFC with e-procurement platform as per GO MS Nos:13 dt:05/02/2006. The APIIC will not take any responsibility for any delay and non receipt.
20. If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the agency will be suspended for THREE years with all the Departments in A.P. in respect of conventional tenders also vide G.O Ms No:259 of T&B (R.V) dept dt:06.09.2008.
21. The tenderers shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

22. Eligibility Criteria for opening Bid at various Stages

A) Stage – I : Pre-Qualification :

The Bidder has to submit the following documents through online for making himself to qualify in this Stage .

- 1) Processing fee of **Rs.25,000/-** shall be paid online in so mentioned APIIC Account. The scanned copy of the payment slip shall be uploaded.
- 2) **Rs.1,09,63,000/-** towards EMD shall be paid online. The scanned copy of payment towards EMD shall be uploaded.
- 3) Original scan copy of Self declaration cum Undertaking (in the prescribed format) shall be signed by the Bidder / Authorized Signatory (in case Joint Ventures with proper supporting documents viz MoU – made for this project with Power of Attorney for authorizing bid signatory & other activities) shall be uploaded
- 4) All the Bidders shall invariably upload all the scanned copies of certificates / documents related to Experience and mandatory documents as per check list, payment proof towards EMD and Processing fee.
- 5) The Department carry out technical bid evaluation solely based on the uploaded certificates/ Documents, and payments proofs towards EMD and Processing fee in the eprocurement system

a) Technical Eligibility : The Bidder has to fulfill all the conditions as per Clause 3.3 of Instruction to Tenderers

b) Commercial Eligibility: The Bidder has to fulfill all the conditions as per Clause 3.3 of Instruction to Tenderers

All Bidders has to satisfy Pre-Qualification & Technical Qualification criteria as per their submittals and self-declaration cum Undertaking on eProcurement site.

- 1) The Price Bids of the responsive bidders only be opened and proceed further for auctioning.

B) Stage - II : Technical Qualifying

Commercial Eligibility :

- (1) Evidence of satisfactorily completion of **Group of similar nature of works of value not less than Rs.222.10 Lakhs (current price level) in any one year during the last 5 (five) years not earlier than April 2019 OR current financial year shall be executed by the bidder.** The experience certificate should mandatorily adhere to the following.

AND

Group of Similar Electrical Works with a total value not less Rs.518.00 Lakhs (at current price level) in any one year during last five years, not earlier than 2019. OR current financial year shall be executed by the bidder. The experience certificate should mandatorily adhere to the following.

- i) The experience certificates shall be issued by an officer of Government Department / undertaking of the concerned work not below the rank of Executive Engineer or equivalent and countersigned by the Superintending Engineer or equivalent.
- ii) The sub-contractors / GPA holders experience shall not be taken into account in determining the bidders compliance with the above qualification criteria.
- iii) Experience relating to the works executed in State / Central Government Department or State / Central Government undertaking shall only be considered.

Note: Similar Works refers to Construction of CIVIL BUILDINGS WORKS OTHER THAN RESIDENTIAL BUILDINGS viz MEMORIAL PARKS / INSTITUTIONAL BUILDINGS /

**CONVENTION CENTRE/AUDITOURMS / MEMORIAL HALLS / STATUE WORKS
executed anywhere in India**

2) Liquid assets / credit facilities of not less than **Rs.1370.27 Lakhs** (Credit facility / letter of credit / latest solvency certificate from banks etc.,). The solvency certificate shall not be earlier than one year from the last date for submission of bids.

3) Bid capacity.

Bid Capacity (2AN-B) > ECV = >Rs.10962.17 Lakhs

a) Bid capacity computed by the formula (2AN-B) must be greater than estimated value put to tender (ECV). While calculating for JV Bids, the conditions laid at 3.2 prevail

b) The tenderer who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value (ECV) will be qualified for opening of Price bid. The available bid capacity will be calculated as under:

c) Available Bid Capacity: 2AN-B.

Where,

A= Maximum value of civil engineering works executed in its name in any one financial year during the last five financial years (updated to current Price level) or current financial year 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 [months / 12].

B= Updated value (at current Price level), of all existing Commitments i.e., on going works, works likely to be awarded to be executed during the Period of completion of the work for which tenders are invited.

d) Annual turnover (clearly indicating the Value of Civil Engineering Works), cost of completed works and balance works on hand etc., shall be updated by giving weightage of 10% per year to bring them to current price level.

Note: If the tenderer is happens to be the L1(1st Lowest) in any previous tenders called for and his tender is under consideration, then that work also has to be considered and accounted as his existing commitment for evaluation of his bid capacity for this tender

e) No relaxation will be given to any of the qualification criteria.

Note: The experience gained in a registered JV firm to the extent of the tenderer's share shall be considered if the tenderer happens to be the lead partner for similar works.

Technical Eligibility

1) Executed the following minimum quantities of work in any one year during the last five years or current financial year:

Sl. No.	Description of Item of work	Minimum Quantity required	Declared Value			Declared value in which particular year
			Without JV	With JV		
				Lead	Members	
a)	Earth work	23130 Cum				
b)	PCC / VCC / VRCC (Any other concrete works)	6026 Cum				
c)	Reinforcement Steel	561 MT				
d)	Structural Glazing	877 Sqm				

e)	HVAC	111					
f)	Passenger Lifts (6 persons and above capacity)	2					
g)	Transformers (500 KVA) and above	1					

2) Availability (either owned or leased) of the following key and critical equipment for the work:

Sl. No.	Equipment Type and Characteristics	Minimum required	Declared
1)	Hydraulic Excavator	1 No	
2)	Pin vibrator 40mm	4 Nos.	
3)	Pan vibrator 40mm	4 Nos.	
4)	Front end loader 1 cum	2 Nos.	
5)	Batching Plant 20 Cum per hr.	1 No.	
6)	Dozer	2 Nos.	
7)	Tippers	4 Nos.	
8)	Transit Millers 6Cum capacity	2 Nos.	
9)	Water tanker 6 KL	4 Nos.	
10)	QC Lab with all necessary equipment	1 No	

Note: 1) The tenderer should produce ownership certificate / lease certificate in proof of having in possession of requisite equipment and other T&P as specified for carrying out the work duly certified by an officer of the Government Department not below the rank of an Executive Engineer

3) Availability of Key Technical Personnel:

- a) Graduate Engineer (Civil - 2 Nos. & Electrical - 2 Nos.) : 4 Nos.
b) Diploma holder with adequate experience : 2 Nos.

4) Other Documents as per Tender Document

Sl. No.	Description	Yes/ No	Page No
1	All Other mandatory documents mentioned in check list of the Tender Document are furnished		

23. The tenders will be opened by the Chief Engineer-III, APIIC Ltd., Mangalagiri or his nominee at his office in the presence of tenderers / or their authorized representatives, on the date mentioned above.

24. If the office happens to be closed on the dates specified above, the respective activity will be performed at the designated time on the next working day without any notification.

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

26. Any other details can be had from the Office of the **Chief Engineer-III, APIIC Ltd., Mangalagiri.**

INSTRUCTIONS TO TENDERERS

A – GENERAL

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

Brief description and location and nature of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

1. Scope of work:

The nature of work is Water supply

List out Principal components of the work:

Sl. No.	Name of the item
a)	Earth work
b)	PCC / VCC / VRCC (Any other concrete works)
c)	Reinforcement Steel
d)	Structural Glazing
e)	HVAC
f)	Passenger Lifts (6 persons and above capacity)
g)	Transformers (500 KVA) and above

- a) ECV put to tender : **Rs.1,09,62,17,386/-**
- b) Give breakup of cost of major items covered in the ECV.
- c) Period of completion : **24(Twenty Four) Months**
- d) SSR adopted : Common SSR **2024-25**
- e) Rates adopted for (Basic prices including excise) : As per estimate
- f) Details of provisions included in the ECV put to Tender.
- i) LA & LI at : ---
- ii) Overhead Charges& Contractors profit : **@13.615%**
- iii) Other Allowances : - Nil -
- iv) Municipal allowance : ---
- g) NAC : **0.10%**
- h) Reimbursable Provisions : - Nil –

1.1 The **Chief Engineer-III, APIIC Ltd., Mangalagiri** invites tenders for the above work vide **Tender Notice No: XX/CE-I/APIIC/2024-25, Dated:xx.xx.2024**

The tenders will be opened by the Chief Engineer-III, APIIC Ltd., Vijayawada or his nominee at his office in the presence of tenderers or their authorized representatives, on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by an amendment published in 'e'-procurement platform.

1.2 The successful (L1) tenderer after completion of Stage – II shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.

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

2. Firms / Individual Eligible to Tender:

2.1 The Firms who

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

2.2 **Firms/ Individuals Ineligible to Tender:**

- i) A retired officer of the Govt. of Unified AP/ AP State 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 Zone where any of his near relatives are employed in the rank of Assistant Manager and above. The Contractor shall intimate the names of such persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted / Non-Gazetted, APIIC 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

3.1 The tenderer shall upload the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats for Stage – I and Stage – III

- a) Stage – I
Self Declaration cum Undertaking accompanied in Tender Document
- b) Stage - III
Check slip to accompany the tender as per Annexure-I

- c) Attested copies of documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association, Registration of GST, as per GST ACT. The Contractor shall furnish their copy of permanent account number (PAN) CARD and copy of LATEST INCOME TAX RETURNS submitted along with proof (in case of JVs refer Clause 3.2 under instruction to bidders.

Note: The Partnership firms, 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.

- d) Value of Civil Engineering works executed year wise during the last 5 (five) financial years or current financial year in statement –I.
- e) **Evidence of satisfactorily completion of Group of similar nature of works of value not less than Rs.2222.10 Lakhs (current price level) in any one year during the last 5 (five) years not earlier than April 2019 OR current financial year shall be executed by the bidder.** The experience certificate should mandatorily adhere to the following.

AND

Group of Similar Electrical Works with a total value not less Rs.518.00 Lakhs (at current price level) in any one year during last five years, not earlier than 2019. OR current financial year shall be executed by the bidder. The experience certificate should mandatorily adhere to the following.

- i) The experience certificates shall be issued by an officer of Government Department / undertaking of the concerned work not below the rank of Executive Engineer or equivalent and countersigned by the Superintending Engineer or equivalent.
- ii) The sub-contractors / GPA holders experience shall not be taken into account in determining the bidders compliance with the above qualification criteria.
- iii) Experience relating to the works executed in State / Central Government Department or State / Central Government undertaking shall only be considered.

Note: Similar Works refers to Construction of CIVIL BUILDINGS WORKS OTHER THAN RESIDENTIAL BUILDINGS viz MEMORIAL PARKS / INSTITUTIONAL BUILDINGS / CONVENTION CENTRE/AUDITIOURMS / MEMORIAL HALLS / STATUE WORKS executed anywhere in India.

- f) Year wise Specified quantities of items of work executed by the tenderer in any one year during the last five financial years or current financial year in Statement-III
- g) Details of the existing commitments i.e., works on hand and works for which tenders are submitted in Statement No-IV.
- h) Availability of Key & critical construction / quality control equipment in Statement V
- i) Availability of key personnel for administration / site management and execution viz., technical personnel required for the work Statement VI;
- j) Information regarding any litigation, with Government during the last five years, in which the Tenderer is involved in Statement-VII;
- k) Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources such as solvency etc.];

- l) For the value of works more than Rs. 200.00 lakhs.
 - i. 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.
 - ii. The particulars of quality control testing Lab owned.

3.2 **Joint Ventures** are allowed. Number of members in a JV firm shall not be more than two. One of such members of the JV shall be the lead member of the JV.

- i) A tenderer shall submit only one bid for the work intended, either individually as tenderer or as a partner of a JV. A tenderer who submits or participates in more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified.
 - a) All the members of Joint venture should submit valid Class Registration, PAN card, GST registration and valid Provident Fund Registration separately as per NIT.
- ii) There shall be a JV Agreement specific for this contract between the constituent firms indicating the complete details of the members of the JV formation, their share and responsibility in the JV etc particularly with reference to financial technical and other obligations. The name of the Lead Member shall be defined. The Lead Member's share shall be not less than 51% in the joint venture. The share of each member including lead Member shall be exhibited in the JV Agreement. The notarised agreement as above shall be submitted to APIIC before signing the contract agreement for the work. In case the tenderer fails to comply with this stipulation, the EMD shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This JV agreement shall have, inter-alia, following clauses.
 - a) Joint and several liability- The members of JV to which the contract is awarded, shall be jointly and severally liable to the Employer (APIIC) for execution of project within the stipulated period in accordance with General and Special conditions of the contract. The JV Members shall also be liable jointly and severally for the loss, damages caused to APIIC Ltd during the course of execution of the contract or due to non- execution of the work or part thereof.
 - b) Duration of the Joint Venture Agreement: It shall be valid during the entire period of the contract including the period of extension if any and defects liability period of two years after completion of work.
 - c) The JV Agreement should clearly exhibit the responsibilities of the JV members. The non lead members of the JV shall execute a Power of Attorney in favour of the Lead Member authorizing the Lead Member to conduct all business for and on behalf of the JV during (a) Tendering process and (b) execution and for successful performance of the package including the Defect Liability and Operation and Maintenance periods in case of award of work. The Lead Member shall execute a Power of Attorney in favour of one of its officers to be the Authorised Signatory for signing the Bid Documents and also to undertake all other acts and deeds on the behalf of the JV in connection with the Bid and the Contract.
- iv) Once the tender is submitted, the JV agreement shall not be modified/ altered/terminated during the validity of the tender. In case the tenderer fails to comply with this stipulation, the EMD shall be forfeited.
- v) The constitution of the JV shall not be allowed to be modified by the JV after submission of the tender or after awarding the work except when modification becomes inevitable

due to succession laws etc. with the written approval of the employer (APIIC LTD). In any case the Lead member should continue to be the lead member of the JV.

- vi) In case of joint ventures, the eligibility criteria will be considered on the basis of combined resources of the JV members.
- vii) The JV Agreement should also include JV members to agree that the above undertaking to be without any prejudice to the various liabilities of the members of the JV (Contractor).
- viii) In case of J.Vs in meeting the requirement of eligibility criteria except "Available bid capacity", will ascertained as combined resources of all joint venture members.
- ix) The experience of the work for which bids are invited shall be shared among the members of J.V. in the same ratio of their financial/equity participation in the work.
- x) Foreign companies/Firms are not eligible for participating the bid even as a JV partner also.

3.3 QUALIFICATION CRITERIA FOR STAGE - III OF BIDDING .

A) Commercial Eligibility :

- 1) **Evidence of satisfactorily completion of Group of similar nature of works of value not less than Rs.2222.10 Lakhs (current price level) in any one year during the last 5 (five) years not earlier than April 2019 OR current financial year shall be executed by the bidder.** The experience certificate should mandatorily adhere to the following.

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Group of Similar Electrical Works with a total value not less Rs.518.00 Lakhs (at current price level) in any one year during last five years, not earlier than 2019. OR current financial year shall be executed by the bidder. The experience certificate should mandatorily adhere to the following.

- i) The experience certificates shall be issued by an officer of Government Department / undertaking of the concerned work not below the rank of Executive Engineer or equivalent and countersigned by the Superintending Engineer or equivalent.
- ii) The sub-contractors / GPA holders experience shall not be taken into account in determining the bidders compliance with the above qualification criteria.
- iii) Experience relating to the works executed in State / Central Government Department or State / Central Government undertaking shall only be considered.

Note: Similar Works refers to Construction of CIVIL BUILDINGS WORKS OTHER THAN RESIDENTIAL BUILDINGS viz MEMORIAL PARKS / INSTITUTIONAL BUILDINGS / CONVENTION CENTRE/AUDITOURMS / MEMORIAL HALLS / STATUE WORKS executed anywhere in India.

- 2) Liquid assets / credit facilities of not less than **Rs.1370.27 Lakhs** (Credit facility / letter of credit / latest solvency certificate from banks etc.,). The solvency certificate shall not be earlier than one year from the last date for submission of bids.
- 3) Bid capacity.
 - a) Bid capacity computed by the formula (2AN-B) must be greater than estimated value put to tender (ECV). While calculating for JV Bids, the conditions laid at 3.2 prevail

- b) The tenderer who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value (ECV) will be qualified for opening of Price bid. The available bid capacity will be calculated as under:
- c) Available Bid Capacity : **2AN-B.**

Where,

- A= Maximum value of civil engineering works executed in its name in any one financial year during the last five financial years (updated to current Price level) or current financial year 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 [months / 12].
- B= Updated value (at current Price level), of all existing Commitments i.e., on going works, works likely to be awarded to be executed during the Period of completion of the work for which tenders are invited.
- d) Annual turnover(clearly indicating the Value of Civil Engineering Works), cost of completed works and balance works on hand etc., shall be updated by giving weightage of 10% per year to bring them to current price level.
- e) **Note:** If the tenderer is happens to be the L1(1st Lowest) in any previous tenders called for and his tender is under consideration, then that work also has to be considered and accounted as his existing commitment for evaluation of his bid capacity for this tender

f) *No relaxation will be given to any of the qualification criteria.*

Note: The experience gained in a registered JV firm to the extent of the tenderer's share shall be considered if the tenderer happens to be the lead partner for similar works.

B) Technical Eligibility

- 1) Executed the following minimum quantities of work in any one year during the last five years or current financial year:

Sl. No.	Description of Item of work	Minimum Quantity required	Declared Value			Declared value in which particular year	
			Without JV	With JV			
				Lead	Members	Total	
a)	Earth work	23130 Cum					
b)	PCC / VCC / VRCC (Any other concrete works)	6026 Cum					
c)	Reinforcement Steel	561 MT					
d)	Structural Glazing	877 Sqm					
e)	HVAC	111					
f)	Passenger Lifts (6 persons and above capacity)	2					
g)	Transformers (500 KVA) and above	1					

- 2) Availability (either owned or leased) of the following key and critical equipment for the work:

Sl. No.	Equipment Type and Characteristics	Minimum required	Declared
1)	Hydraulic Excavator	1 No	
2)	Pin vibrator 40mm	4 Nos.	
3)	Pan vibrator 40mm	4 Nos.	
4)	Front end loader 1 cum	2 Nos.	

5)	Batching Plant 20 Cum per hr.	1 No.	
6)	Dozer	2 Nos.	
7)	Tippers	4 Nos.	
8)	Transit Millers 6Cum capacity	2 Nos.	
9)	Water tanker 6 KL	4 Nos.	
10)	QC Lab with all necessary equipment	1 No	

Note: 1) The tenderer should produce ownership certificate / lease certificate in proof of having in possession of requisite equipment and other T&P as specified for carrying out the work duly certified by an officer of the Government Department not below the rank of an Executive Engineer

3) Availability of Key Technical Personnel:

- a) Graduate Engineer (Civil - 2 Nos. & Electrical - 2 Nos.) : 4 Nos.
b) Diploma holder with adequate experience : 2 Nos.

4) Other Documents as per Tender Document

Sl. No	Description	Yes/ No	
1	All Other mandatory documents mentioned in check list of the Tender Document are furnished		

a) The Tenderer shall submit online, the copies of documents of (i) Registration as civil contractor required as per NIT (ii) GST registration as per GST ACT 2017 (iii) PAN card and copy of latest income tax returns submitted along with proof (iv) Necessary scanned copy of online payment of EMD as a proof payment, (v) Scanned copy of proof of payment towards processing fee, proof of online payment of EMD, proof of payment (vi) Transaction fee at 0.03% of ECV +18.00% GST on 0.03% of ECV by way of Electronic Payment Gateway as indicated in NIT.(vii) PF Registration.

Note:

a) 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.

For Road Works

1. Testing machine for determining crushing strength of Cement concrete cubes, cone for slump test.
2. Bitumen extraction test apparatus.
3. Apparatus for finding liquid limit and plastic limit for binding material (moorum).
4. Electrically heated oven
5. Proctor's density test apparatus.
6. Set of sieves required for sieve analysis of coarse aggregate and fine aggregate, AIV machine, Metal gauge and sieve for flakiness index
7. Physical balance 5 kgs capacity.
8. Sand cone apparatus to test field density
9. Camber board and straight edge – 2 sets.

Bid capacity.

The tenderer who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value (ECV) will be qualified for opening of Price bid. The available bid capacity will be calculated as under:

Available Bid Capacity : **2AN-B.**

Where,

A= Maximum value of civil engineering works executed in its name in any one financial year during the last five financial years (updated to current Price level) or current financial year 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 [months / 12].

B= Updated value (at current Price level), of all existing Commitments i.e., on going works, works likely to be awarded to be executed during the Period of completion of the work for which tenders are invited.

Annual turnover(clearly indicating the Value of Civil Engineering Works), cost of completed works and balance works on hand etc., shall be updated by giving weightage of 10% per year to bring them to current price level.

Note: If the tenderer is happens to be the L1(1st Lowest) in any previous tenders called for and his tender is under consideration, then that work also has to be considered and accounted as his existing commitment for evaluation of his bid capacity for this tender

No relaxation will be given to any of the qualification criteria.

Note: The experience gained in a registered JV firm to the extent of the tenderer's share shall be considered if the tenderer happens to be the lead partner for similar works.

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/annexures submitted in proof of the qualification requirements
- 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.
- participated in the previous bidding for the same work and had quoted unreasonably 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 be summarily rejected.

3.6 For tenders up to **15%** less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 15% of the estimated contract value of work, the difference between the tendered amount and 85% 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 Demand Draft or Bank Guarantee on a Nationalized/Scheduled Commercial Bank in the prescribed format valid till completion of the work in all respects.

3.7 a) If the percentage quoted by a tenderer is found to be either abnormally high or with in 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 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 expenses.

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., Balance 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 Before the last date for submission of tenders, the tender Inviting officer may modify any of the contents of the tender Notice, tender documents by issuing amendment/addendum placed in the eprocurement platform.

9.2 Any addendum/amendments issued by the tender inviting officer shall be part of the tender document.

9.3 To give prospective tenderers reasonable time to take an addendum into account in preparing their bids, the tender inviting officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

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 bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., through online in the standard prescribed 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.

11.2 As per GO MS. No.174, I&CAD, Dept. Dt:01/09/2008.

- i) Submission of original Hard Copies of the uploaded tender documents, Scanned copy of EMD and proof of payment towards Processing Fee by participating bidders to the tender inviting authority before opening of the price bid is dispensed with.
- ii) All the bidders shall invariably upload the selfsigned copies of tender documents and scanned copies of proof of payment towards processing fee and proof of payment of EMD online in eProcurement system and this will be the primary requirement to consider the bid as responsive. The bidder must sign underneath/ bottom of certificates/ documents before up-loading duly accepting to take responsibility for the authenticity and correctness of the certificates/ documents uploaded.
- iii) The APIIC Ltd shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, Proof of payment of EMD online and scanned copy of proof of payment towards processing fee in the e- procurement system and open the price bids of the responsive bidders.
- iv) The APIIC Ltd will notify the successful bidder for submission of original hard copies of all uploaded documents prior to entering into agreement.
- v) The successful bidder shall invariably furnish the original certificates/documents of the uploaded scanned copies 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 certificates/documents from the successful bidder before the stipulated time. On receipt of certificates/ documents, APIIC Ltd., shall ensure the genuinity of the Online payment of EMD and all other certificates / documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement.
- vi) **If any successful bidder fails to submit the original Hard Copies of uploaded certificates/Documents, which were uploaded with in 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 eProcurement platform for a period of 3 years.** The eProcurement system would deactivate the user ID of such defaulting successful bidder based on the recommendation of 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 APIIC Ltd., / Government. Other conditions as per tender document are applicable
- vii) The bidder shall mandatorily pay the transaction fee to APTS through electronic payment gateway.
- viii) **The tenderer shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business in addition suspension from participating in the tenders on eProcurement platform for a period of 3 years .**

- ix) 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.
- x) The technical bids will be opened online by the concerned Chief Engineer-III at the time and date as specified in the tender documents. All the statements, documents, certificates, proof of online payments towards EMD, transaction Fee etc., uploaded by the tenderers will be downloaded for technical evaluation. **The clarifications, particulars if any required from the bidders, will be obtained or will be downloaded from concerned official website 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 emarket 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. 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 Chief Engineer-III or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work to be carried out. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated.**

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, except otherwise mentioned, shall be included in the tender percentage quoted by the tenderer.

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**

12.6 **Charges payable to APTS:**

The service charges payable to **MD, APTS, Vijayawada** are as indicated below. The participating bidders will pay **transaction fee @ 0.03% of ECV (Estimated contract value) + 18.00% GST**(The ceiling amount of Transaction fee for works costing ECV upto Rs 50.00 Crores is Rs 10,000 and for works costing with ECV above Rs 50.00 Crores, the ceiling amount of transaction fee is Rs 25,000).

The bidder shall mandatorily pay the transaction fee to APTS through the electronic payment Gateway. GST as levied by the GOI on transaction fee, electronic payment gateway charges are to be borne by the bidders.

Charges payable to APTS

The Successful bidder will pay further fee @ 0.04% of ECV (Estimated contract value) payable to **Managing Director, APTS, Vijayawada** to **create an e-procurement fund** to be administered by APTS. (The ceiling amount of Transaction fee for works costing ECV upto Rs.50.00 Crores is Rs 10,000 and for works costing with ECV above Rs 50.00 Crores, the ceiling amount of transaction fee is Rs 25,000).

The above fee is payable by the successful bidder through a D.D. drawn in favour of Managing Director, APTS, Hyderabad at the time of conclusion of the agreement. The said DD shall be sent

to Managing Director, APTS by the Superintending Engineer who is entering in to agreement with the successful bidder.

13 Validity of tenders:

- 13.1 Tenders shall remain valid for a period of not less than **three months** 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 tender in Online. Copy of the proof of online payment of EMD to be scanned and uploaded along with the Bid, as a proof of payment of EMD. **Bids with Other mode of payment (Except online) will be disqualified**

The balance EMD @ 2.50% of ECV / TCV whichever is higher minus EMD already paid along with tender shall be paid at the time of concluding Agreement by the successful Tenderer. The balance EMD shall be in the form of either Demand Draft or Bank Guarantee as per format annexed (in case of ECV is more than Rs.2.00 crores). The DD/BG shall be drawn from a Scheduled Bank / Nationalised Bank

- 14.2 Proof of online payment of EMD to be furnished along with tender.
- 14.3 Scanned copy of proof of payment towards tender processing fee is to be scanned and uploaded along with the Bid, and the original copy shall be sent to the Chief Engineer-III so as to reach before the date of opening of the Price bid. Failure to furnish the payment towards tender processing fee, will entail rejection of bid as non-responsive and price bids of such bidders will not be opened even though they have fulfilled all conditions.
- 14.4 The successful bidder shall invariably furnish the proof of payment of EMD, to the Tender Inviting Authority before entering into agreement. The Department will not take any responsibility for any delay in receipt/non-receipt of payment towards processing fee, from the successful bidder before the stipulated time. If any successful bidder fails to submit the original Hard Copies of uploaded 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
- 14.5 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 (in case ECV is more than Rs. 2.00 Crores) 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 two 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 commercial bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.

- 14.6 The E.M.D. shall be forfeited.
- (a) if the tenderer withdraws the tender during the validity period of tender.
 - (b) in the case of a successful tenderer, if he fails to sign the agreement for whatever the reason.
- 14.7 In consideration of the Chief Engineer-III 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 in the event of such tenderer either modifying or withdrawing his tender at his instance within the said validity period of three months.
- 15.0 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 authorised officer who shall produce with his tender satisfactory evidence of his authorisation. 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 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 recognised, and, if any such alterations are made the tender will be void.

D. SUBMISSION OF TENDERS

16 Submission of Tenders:

- 16.1 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., through online 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.
- 16.2 Furnishing of hard copies by the tenderers before opening of price bids is dispensed with.
- 16.3 The technical bid evaluation of the tenderers will be done on the certificates/documents uploaded through online towards qualification criteria furnished by them.
- 16.4 The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.
- 16.5 Important Note:**
- The Bidder shall sign on all the statements, documents certificates uploaded by him owning responsibility for their correctness/authenticity. 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.
- 16.6 The APIIC 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 their bids online.
- 16.7 Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

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 Chief Engineer(S) may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Superintending Engineer and the Tenderers will remain same as previously.

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. However tenderers can modify their tender percentage online before the last date/time prescribed in NIT.

E. TENDER OPENING AND EVALUATION

21.0 Tender opening

21.1 The Technical bids will be opened online by the Chief Engineer-III or any officer authorized by Chief Engineer-III at the time and date as specified in the tender documents. All the Statements, documents, certificates, Demand Drafts, etc., uploaded by the tenderers 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 tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening.

21.2 The technical bid containing the qualification requirements as per Annexure I and Statements I to VII will be evaluated to examine the responsiveness of tenderer.

22 Clarification on the technical bid

22.2 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.

22.3 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.

23.0 Examination of Technical Bids and Determination of Responsiveness

23.1 The Chief Engineer-III will evaluate whether each tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified tenderer.

23.2 If the Technical bid of a tenderer is not satisfying any of the eligibility criteria it will be rejected by the Chief Engineer-III. If any error is found in the evaluation of tenders, the VC&MD may direct the Chief Engineer-III to re-evaluate the tenders. The final decision taken thereafter by the VC&MD will be binding upon the tenderers.

23.3 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

24.0 Price Bid Opening:

24.1 The price bids of the technically qualified bidders will only be opened online by the Chief Engineer-III 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 tenderers will not be opened.

24.3 Tenders shall be scrutinized in accordance with the conditions stipulated in the tender document. In case of any discrepancy and non-adherence of conditions of tender document by the tenderer, the decision taken by the Tender Accepting Authority on tenders shall be final and binding on the tenderer.

25.0 Evaluation and Comparison of Price Bids

25.1 The Chief Engineer-III 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 finalisation of tenders may be accepted by the tender accepting authority.

25.3 Selection of tenderer among the lowest & 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.

26.0 NOT APPLICABLE

27.0 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 Chief Engineer-III 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.

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.

27.4 Tenders will be finalised by the Chief Engineer-III for the works with ECV of up to Rs.2.00 Crore. The tenders for the works costing more than Rs.2.00 Crore will be referred to Tender Committee along with technical bid evaluation for consideration. The Tender Committee shall scrutinize the tenders submitted by Chief Engineer-III in accordance with the conditions stipulated in the tender document and recommend to the VC & MD, APIIC for acceptance.

F. AWARD OF CONTRACT

28.0 Award Criteria

28.1 The Chief Engineer-III will award or recommend to the Competent tender accepting authority for award of the contract to the tenderer who is found technically qualified as per the tender conditions and whose price bid is lowest.

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.

29.0 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 Chief Engineer-III, 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 APIIC Ltd will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").

29.2 When a tender is to be accepted, the concerned tenderer shall attend the office of the Chief Engineer-III on or before the date fixed in the Letter of acceptance. Upon intimation being given by the Chief Engineer-III, of acceptance of his tender, the tenderer shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft / Bank Guarantee (in case of ECV is more than Rs.2.00 crores) from a Nationalised / Scheduled Bank and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Chief Engineer-III's office before the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and APIIC Ltd 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 APIIC Ltd.

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

30.0 Corrupt or Fraudulent Practices

30.1 The Government / APIIC 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/APIIC Ltd

(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/APIIC 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 /APIIC Ltd 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/APIIC 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 tenderer, 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 an APIIC /Government Contract.

(d) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

**FORMS OF TENDER
QUALIFICATION INFORMATION**

STAGE - I : SELF DECLARATION CUM UNDERTAKING FOR SELECTED PRE-QUALIFICATION CRITERIA

(TECHNICAL AND COMMERCIAL)

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

Note: This document does **NOT** provide an exhaustive list of all the eligibility, technical and commercial requirements for this tender and is to be read in conjunction with the eligibility, technical and commercial requirements as specified in the Bid Document. Providing proof for the parameters specified only in this Form shall **NOT** guarantee qualification of the bidder. Supporting documents shall be provided for **ALL** the eligibility, technical and commercial requirements specified in this Form as well as the Bid document.

Instructions to the Bidder:

- (i) This Form provides selected minimum technical and commercial requirements for each bidder to be awarded the tendered works.
- (ii) The bidder is expected to declare values against each of the identified criteria and to sign the declaration provided at the end of this Form.
- (iii) The declared values (by bidders) should meet the minimum requirements mentioned.
- (iv) The signature shall be of the person authorized with the Power of Attorney to sign on behalf of the firm/ lead JV partner.
- (v) In case of a JV, the combined resources will be considered unless otherwise specified. This is subject to meeting the requisite terms and conditions specified in the Tender Document
- (vi) All self-declarations are to be supported with relevant validating documents, some of which may have been identified in the Bid Document.
- (vii) The bidder is advised to provide clear proof for all eligibility, technical and commercial requirements and to provide Letters of Explanation where he deems that further justification is required.

The Technical and Commercial Criteria defined below are subject to additional terms and conditions specified in the Bid document and should not be construed to be standalone representatives of determination of qualification.

Technical EligibilityCriteria

Executed in any one year the following minimum physical quantities

Sl. No.	Description of Item of work	Minimum Quantity required	Declared Value			Declared value in which particular year
			Without JV	With JV		
			Lead	Members	Total	
a)	Earth work	23130 Cum				
b)	PCC / VCC / VRCC (Any other concrete works)	6026 Cum				
c)	Reinforcement Steel	561 MT				
d)	Structural Glazing	877 Sqm				
e)	HVAC	111				
f)	Passenger Lifts (6 persons and above capacity)	2				
g)	Transformers (500 KVA) and above	1				

Availability (either owned or leased) of the following key and critical equipment for the work:

Sl. No.	Equipment Type and Characteristics	Minimum required	Declared
1)	Hydraulic Excavator	1 No	
2)	Pin vibrator 40mm	4 Nos.	
3)	Pan vibrator 40mm	4 Nos.	

4)	Front end loader 1 cum	2 Nos.	
5)	Batching Plant 20 Cum per hr.	1 No.	
6)	Dozer	2 Nos.	
7)	Tippers	4 Nos.	
8)	Transit Millers 6Cum capacity	2 Nos.	
9)	Water tanker 6 KL	4 Nos.	
10)	QC Lab with all necessary equipment	1 No	

Note: 1) The tenderer should produce ownership certificate / lease certificate in proof of having in possession of requisite equipment and other T&P as specified for carrying out the work duly certified by an officer of the Government Department not below the rank of an Executive Engineer

Other Documents as per Tender Document

Sl. No	Description	Yes/ No	Page No
1	All Other mandatory documents mentioned in check list of the Tender Document are furnished		

Commercial Eligibility

Sl. No.	Description	Value Min. Required	Declared Value			Declared value in which particular year
			Without JV	With JV		
			Lead	Members	Total	
1	Details of group similar of works shall be executed by the bidder (in the same name) (at current price level) in any one year during the last five years (at current price level), not earlier than April 2019. AND Group of Similar Electrical Works shall be executed by the bidder (in the same name) (at current price level) in any one year during last five years, not earlier than 2019. OR current financial year shall be executed by the bidder. The experience certificate should mandatorily adhere to the following. Showing year wise break up of value of work executed in Statement-II with supporting documents	Rs.2222.10 Lakhs AND Rs.518.00 Lakhs				
2	Proof of liquid assets in the shape of Solvency certificates etc., for the required amount. (Credit facility / letter of credit / latest solvency certificate from banks etc.,). The solvency certificate shall not be earlier than one year from the last date for submission of bids.	Rs.1370.27 Lakhs				
3	Bid Capacity (2AN-B)> ECV	>Rs.10962.17 Lakhs				

Declaration and Undertaking:

I hereby declare that all the above furnished information is true to the best of my knowledge and is validated by relevant supporting documents provided with this Form. I am also aware that in case of any variations between the supporting documents or field visits and the above furnished information, the firm I represent is liable to be disqualified from the current tender.

Signed:

Name and Designation:

Date:

Place:

STAGE - III : TECHNICAL QUALIFICATION STAGE

A) Commercial Eligibility :

- 1) **Evidence of satisfactorily completion of Group of similar nature of works of value not less than Rs.2222.10 Lakhs (current price level) in any one year during the last 5 (five) years not earlier than April 2019 OR current financial year shall be executed by the bidder.** The experience certificate should mandatorily adhere to the following.

AND

Group of Similar Electrical Works with a total value not less Rs.518.00 Lakhs (at current price level) in any one year during last five years, not earlier than 2019. OR current financial year shall be executed by the bidder. The experience certificate should mandatorily adhere to the following.

- i) The experience certificates shall be issued by an officer of Government Department / undertaking of the concerned work not below the rank of Executive Engineer or equivalent and countersigned by the Superintending Engineer or equivalent.
- ii) The sub-contractors / GPA holders experience shall not be taken into account in determining the bidders compliance with the above qualification criteria.
- iii) Experience relating to the works executed in State / Central Government Department or State / Central Government undertaking shall only be considered.

Note: Similar Works refers to Construction of CIVIL BUILDINGS WORKS OTHER THAN RESIDENTIAL BUILDINGS viz MEMORIAL PARKS / INSTITUTIONAL BUILDINGS / CONVENTION CENTRE/AUDITIOURMS / MEMORIAL HALLS / STATUE WORKS executed anywhere in India.

- 2) Liquid assets / credit facilities of not less than **Rs.1370.27 Lakhs** (Credit facility / letter of credit / latest solvency certificate from banks etc.,). The solvency certificate shall not be earlier than one year from the last date for submission of bids.

3) Bid capacity.

- a) Bid capacity computed by the formula (2AN-B) must be greater than estimated value put to tender (ECV). While calculating for JV Bids , the conditions laid at 3.2 prevail
- b) The tenderer who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value (ECV) will be qualified for opening of Price bid. The available bid capacity will be calculated as under:
- c) Available Bid Capacity : **2AN-B.**
Where,
A= Maximum value of civil engineering works executed in its name in any one financial year during the last five financial years (updated to current Price level) or current financial year 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 [months / 12].
B= Updated value (at current Price level), of all existing Commitments i.e., on going works, works likely to be awarded to be executed during the Period of completion of the work for which tenders are invited.
- d) Annual turnover(clearly indicating the Value of Civil Engineering Works), cost of completed works and balance works on hand etc., shall be updated by giving weightage of 10% per year to bring them to current price level.
- e) **Note:** If the tenderer is happens to be the L1(1st Lowest) in any previous tenders called for and his tender is under consideration, then that work also has to be considered and accounted as his existing commitment for evaluation of his bid capacity for this tender

f) No relaxation will be given to any of the qualification criteria.

Note: a) The experience gained in a registered JV firm to the extent of the tenderer's share shall be considered if the tenderer happens to be the lead partner for similar works.

B) Technical Eligibility

1) Executed the following minimum quantities of work in any one year during the last five years or current financial year:

Sl. No.	Description of Item of work	Minimum Quantity required	Declared Value			Declared value in which particular year
			Without JV	With JV		
			Lead	Members	Total	
a)	Earth work	23130 Cum				
b)	PCC / VCC / VRCC (Any other concrete works)	6026 Cum				
c)	Reinforcement Steel	561 MT				
d)	Structural Glazing	877 Sqm				
e)	HVAC	111				
f)	Passenger Lifts (6 persons and above capacity)	2				
g)	Transformers (500 KVA) and above	1				

2) Availability (either owned or leased) of the following key and critical equipment for the work:

Sl. No.	Equipment Type and Characteristics	Minimum required	Declared
1)	Hydraulic Excavator	1 No	
2)	Pin vibrator 40mm	4 Nos.	
3)	Pan vibrator 40mm	4 Nos.	
4)	Front end loader 1 cum	2 Nos.	
5)	Batching Plant 20 Cum per hr.	1 No.	
6)	Dozer	2 Nos.	
7)	Tippers	4 Nos.	
8)	Transit Millers 6Cum capacity	2 Nos.	
9)	Water tanker 6 KL	4 Nos.	
10)	QC Lab with all necessary equipment	1 No	

Note: 1) The tenderer should produce ownership certificate / lease certificate in proof of having in possession of requisite equipment and other T&P as specified for carrying out the work duly certified by an officer of the Government Department not below the rank of an Executive Engineer

3) Availability of Key Technical Personnel:

- a) Graduate Engineer (Civil - 2 Nos. & Electrical - 2 Nos.) : 4 Nos.
b) Diploma holder with adequate experience : 2 Nos.

4) Other Documents as per Tender Document

Sl. No	Description	Yes/ No	
1	All Other mandatory documents mentioned in check list of the Tender Document are furnished		

Commercial Eligibility

Sl. No.	Description	Value Min. Required	Declared Value			Declared value in which particular year
			Without JV	With JV		
				Lead	Members	
1	<p>Details of group similar of works shall be executed by the bidder (in the same name) (at current price level) in any one year during the last five years (at current price level), not earlier than April 2019.</p> <p>AND</p> <p>Group of Similar Electrical Works shall be executed by the bidder (in the same name) (at current price level) in any one year during last five years, not earlier than 2019. OR current financial year shall be executed by the bidder. The experience certificate should mandatorily adhere to the following. Showing year wise break up of value of work executed in Statement-II with supporting documents</p>	<p>Rs.2222.10 Lakhs</p> <p>AND</p> <p>Rs.518.00 Lakhs</p>				
2	<p>Proof of liquid assets in the shape of Solvency certificates etc., for the required amount. (Credit facility / letter of credit / latest solvency certificate from banks etc.,). The solvency certificate shall not be earlier than one year from the last date for submission of bids.</p>	Rs.1370.27 Lakhs				
3	Bid Capacity (2AN-B)> ECV	>Rs.10962.17 Lakhs				

FORMS OF TENDER QUALIFICATION INFORMATION

Note: Only uploaded certificates are to be submitted in Hard copies.

Annexure –I

CHECKLIST TO ACOMPANY THE TENDER

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

S. No.	Description	Whether Submitted	Page No. (see Note below)
1	Scanned copy of payment towards Processing Fee	Yes / No	
2	Scanned copy of proof of online payment of EMD	Yes / No	
3	Copy of Contractor's valid Registration under appropriate Class with State/Central Government departments and undertakings.	Yes / No	
4	Self Declaration cum Undertaking in the prescribed format	Yes / No	
5	Copy of Provident Fund registration.	Yes / No	
6	Copy of latest IT returns filed along with copy of PAN card.	Yes / No	
7	Copy of GST Registrations as per GST act 2017.	Yes / No	
8	Value of Civil Engineering works executed in the last five financial years or current financial year in the Tenderer's name in Statement-I with supporting certificates.	Yes / No	
9	Details of Group of similar works (Civil & Electrical separately) executed by the bidder as Prime Contractor (in the same name) in any one year during the last five years, not earlier than April 2019 showing year wise break up of value of work executed in Statement-II with supporting documents	Yes / No	
10	Quantities of work executed as Prime Contractor (in the same name) in any one year during the last five financial years or current financial year - in Statement- III with supporting certificates.	Yes / No	
11	Details of existing commitments i.e., works on hand and works for which tenders are submitted in Statement-IV with Supporting Certificates.	Yes / No	
12	Availability of key / critical equipment as specified in Statement-V	Yes / No	
13	Availability of Key personnel in Statement-VI.	Yes / No	
14	Litigation history in Statement -VII.	Yes / No	
15	Proof of liquid assets in the shape of Solvency certificates etc., for the required amount.	Yes / No	
16	Transaction fee by way of Electronic Payment Gateway	Yes / No	
17	List of certificates enclosed in Statement -VIII	Yes / No	
18	Copy of Contractor's valid Registration under appropriate Class-I Electrical with State/Central Government departments and undertakings.	Yes / No	
19	Copy of Grade 'A' Electrical license issued by A.P. Electrical Licensing Board.	Yes / No	

Notes: 1) All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.

2) The information shall be filled-in by the tenderer in the checklist and Statements-I to VIII, 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 the certificates, documents, statements as per checklist shall be submitted online by the bidder**

3) **The bidder shall sign on all the pages of statements, certificates, documents uploaded by him owning the responsibility for their correctness/ authenticity.**

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, APIIC Ltd., 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 APIIC Ltd., or any department in Andhra Pradesh or in any State due to any reasons.

Signature of the Tenderer

STATEMENT – I

Value of Civil Engineering works executed in each year during the last five financial years by the Tenderer.

Sl. No.	Financial Year	Value in Rs.
1		
2		
3		
4		
5		

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

Certificate from Chartered Accountant clearly indicating the Value of Civil Engineering Works supported with Annual Balance Sheet tallying with I.T. Clearance certificate.

Signature of the Tenderer

STATEMENT – II

Details of single similar work completed in the Name of the Tenderer during the last five years.

Sl. No.	Name of the work	Address of Agt. Concluding Authority	Agreement No. & dated.	Value of Contract
1	2	3	4	5

Stipulated period of completion	Actual date of completion	Value of work done year wise during the last 'five' years or current year.					Total value of work done.
		1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	
6	7	8	9	10	11	12	13

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 any one year during the last five years. [work wise / year wise].

Sl. No.	Financial Year	Name of work	Agmt. No.	Quantities executed / Year wise.					Any other items.
				EWE	PCC/ RCC/ PSC	GSB / GB	WBM/ WMM	BM / SDBC/DBM/ MSS/ OGPC done with HMP	
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									
5									

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.

Details of works on hand and, yet to be completed as on the date of submission of the Tender and works for which Tenders have been submitted are to be furnished.

A) Existing Commitments on ongoing works:

Sl.No	Name of work	Address of Agt. Concluding authority	Agt. No. & Date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance Value of works to be completed	Anticipated date of completion	Updated value of balance work
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 duly certified by an officer of Govt. Department not below the rank of Executive Engineer.

Sl. No.	Details of Equipment	Number required	Number possessed		
			Owned	Leased	Total
1	2	3	4	5	6

For all works costing more than Rs.2.00Crores, the tenderer shall submit quality plan and also show proof of owning quality lab

Signature of the Tenderer

Alternatively, a declaration regarding the equipment owned shall be produced by the tenderer, as below, on a non-judicial stamp paper of Rs100/- along with proof of ownership such as invoice/certificate of registration by the competent authority, in support of critical equipment.

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

Signature of the Tenderer

DECLARATION

“I do hereby solemnly affirm and declare that I /we own the above 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 above.

Signature of the Tenderer

STATEMENT – VI

Availability of Key Personnel

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 is the Petitioner.

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

Signature of the Tenderer

STATEMENT – VIII

List of certificates/ documents enclosed in support of the details filled in the statements I-VII

Sl. No.	Details works/ Certificate (Describe the certificate in detail for identification)	Certificate issued by	Issue date of Certificate
1	2	3	4

Signature of the Tenderer

Note: All the above statements shall be filled with details as per formats(only information given in the above statements with supporting documents will be considered for technical bid evaluation).

CONDITIONS OF CONTRACT

TENDER

[To be submitted along with the Hard copies of work done certificates.]

Date:

To
The Chief Engineer-III,
APIIC Limited,9th Floor,
APIICTower-I,IT Park, Mangalagiri,
Guntur District -522503.

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz **“Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.”** as shown in the drawings and described in the specifications deposited in the office of the Zonal Manager, APIIC Ltd., 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 **Rs..... (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 **Three month(s)** mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government

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 (No.....dated:.....)
for **Rs.1,09,63,000/-** as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the Executive Engineer shall be limited to (1) Labour

contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work enjoined in A.P.S.S.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfillment of this contract.

- a) If upon written intimation to me/us by the Superintending / Executive Engineer’s Office, I/We fail to attend the said office on the date herein fixed
- b) or if upon intimation being given to me/us by the Superintending /Executive Engineer or acceptance of my/our tender,
- c) and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money.

Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us 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 AGREE TO PAY THE TRANSACTION FEE AT 0.03 % OF ESTIMATE CONTRACT VALUE + GST THEREON AT THE TIME OF BID SUBMISSION TO M/S APTS THROUGH ONLINE AND THE SUCCESSFUL BIDDER SHALL PAY 0.04% OF ECV TOWARDS CORPUS FUND IN THE FORM OF DD PAYABLE TO THE MANAGING DIRECTOR, A.P.T.S., HYDERABAD AT THE TIME OF CONCLUDING AGREEMENT AND HAND OVER SAME TO THE CHIEF ENGINEER, APIIC, VIJAYAWADA.

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 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 **APIIC**.

- (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 3.6 of instructions to Tenderers.
- (5) I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition 3.7 of Instructions to Tenderers.
- (6) I/WE hereby declare that I/We will not claim any price escalation.
- (7) I/WE hereby declare that I am/we are accepting for the defect liability period as 24 months **as per G.O.MS.No.8 of TR&B Dept., dt: 08.01.2003** instead of 6 months under clause 28 of APSS.
- (8)
 - 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 un-interrupted 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 works for respective schedule 'A' items.
- (9) 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.
- (10) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

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

Address of the Tenderer :

Phone No.:

Fax No.:

CONTRACTOR.

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:

- 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 action will be taken as mentioned in para 7.6
- 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:

DELETED

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.

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 are 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(I) 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 time 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 highway shall be constructed as directed. It shall be paved with the materials such as hard moorum, 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 programe 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 carry out 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 authorized 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.

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 civil suits, 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 filing civil suit 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 civil suit. **The arbitration clause No. 73 as provided in the P.S. to APSS shall not apply to this contract. The Civil Courts under AP High Court at "Amaravathi (Vijayawada)" only shall have jurisdiction to entertain the disputes arising out of this Contract by way of civil suits.**

B. TIME FOR COMPLETION

24 Program:

- 24.1 The total period of completion is **"24(Twenty Four) Months"** from the date of entering with agreement to proceed including rainy season. Keeping in view, the schedule for handing over of site given in condition 24.2 below, the work should be programmed such 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 Zonal Manager's, APIIC Certificate for the value of work done and completion of mile-stones will be required. Date of commencement of their programme will be the date for concluding agreement.
- 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).
 - 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 24.1 to 24.3 above after the receipt by him of a written order to this effect from the Zonal

Manager, APIIC and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Zonal Manager or be wholly beyond the contractor's 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 Zonal Manager, APIIC will, with the Dy. Zonal Manager'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 notice to the Superintending Engineer, 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 Zonal Manager, APIIC to give possession in accordance with the terms of this clause, the Chief Engineer-I, APIIC Ltd., Vijayawada 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 Chief Engineer-I, APIIC Ltd., Vijayawada or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of Zonal Manager, APIIC, are undoubtedly beyond the control of the contractor. The Zonal Manager, APIIC shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess of the actual working period so lost.

In the event of the Zonal Manager, APIIC 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 Zonal Manager, APIIC of the Circle whose decision will be final and binding. The contractor shall lodge in writing with the Zonal Manager, APIIC 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 Zonal Manager, APIIC as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Chief Engineer-I, APIIC Ltd., Vijayawada or other competent authority when ordering such alterations or additions.

25. Construction Programme:

- 25.1 The Contractor shall furnish within one month of the order of the work 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 up to 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 Chief Engineer-I, APIIC Ltd., Vijayawada. No revised program shall be operative without approval of Chief Engineer-I, APIIC Ltd., Vijayawada.
- 25.2 The Superintending Engineer 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 the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Superintending Engineer within 7 days of the Executive Engineer's 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 or 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 Contractors 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 such notice, it shall then or at any time thereafter, 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 Clause61 of APSS.

28. Extension of the Intended Completion Date:

28.1 The Chief Engineer-I, APIIC Ltd., Vijayawada shall extend, 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.

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 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.

29. Delays Ordered by the Engineer-in-Charge:

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

30. Early Warning:

30.1 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.

30.2 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.

31. Management Meetings:

31.1 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

32. Identifying Defects:

32.1 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.

33. Tests:

33.1 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.

34. Correction of Defects:

- 34.1 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.
- 34.2 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.

35. Uncorrected Defects:

- 35.1 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.
- 35.2 The Engineer-in-Charge shall introduce O.K. cards and prescribed the formats there of. O.K. cards shall relate to all major components of the work. The contractor / his authorised representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items and send to the quality control staff for final check and clearance / O.K. Any defects pointed out by the construction supervision staff or by the Quality Control staff shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.
- 35.3 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.

36. Quality Control:

In addition to the normal inspection by the regular staff in-charge 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.

- 36.2 Recoveries to be effected from the contractors for deficient execution of work as per Circular Memo No: 12582/Vig-I/1/2005-1, Dated: 23-03-2006 communicated by the Engineer-in-Chief (R&B) Admn& Roads, vide Memo No: 3027/ QC/ AEE5/ DEE2/ MC/ 2006, Dated: 28-10-2006.

The following guidelines shall be followed in regard to maintenance of quality, quantity and penalties to be imposed for deficient execution of work on the contractors vis-à-vis the disciplinary action to be taken against the concerned engineers.

I. FORMATION

a) Density: The density of the materials shall conform to MORTH table 300-1. The earth work shall be compacted to the required density i.e., 95% for OMC. The determination of density shall be as per IS 2720 (Part 28).

Acceptance Criteria: The density test location shall be chosen only through random techniques as closer as required to yield the minimum number of test results for evaluating a day's work. At least one measurement of density for every 1000 square meters of compacted area shall be taken. The number of tests in onset of measurements shall be 6 (if ND tests are conducted it

shall be double). If considerable variations are observed between individual density results minimum number of tests in one set shall be increased to 10. Control shall not be based on any one test but on the mean value of set 5-10 density determination. The mean density shall not be less than the specified density plus $[1.65 - (1.65 / (\text{no. of samples} - 0.5))] \times$ the standard deviation.

b) RECOVERY FROM CONTRACTOR: If any deviation is beyond the above limit, the work shall be rejected.

II. GSB / WMM / WBM

a. Thickness: The averages thickness shall be based on 5 points in a C/s for two lane and 3 points for single lane and proportionately increased for additional lanes. (At least two cross sections in 1 Km length or less). The average thickness shall not be less than specified thickness.

b. Over size of metal: Whenever graded metal is used.

i) No oversize will be allowed over and above the range specified as per in the first sieve (top sieve).

ii) Over size in sieves other than top sieve – the difference in the rates of the metal of the specified size and next higher size in the specified grade should be recovered for that quantity of over size metal.

iii) However if the over size in any sieve other than top sieve is found to be above 30%, metal collected should be rejected.

c. Weight: The physical requirements shall conform to MORTH table 400-6/400-10. The density of the compacted layer shall be at least 98% of the maximum dry density as determined for the material as per IS 2720 (Part 8). The weight of material (for WBM) shall not be less than the quantity specified in the data as per density of metal to be recorded prior to usage. However 10% tolerance may be permitted due to crushing of edges and corners, deviations in the measurement pit (0.5 x 0.50 m).

RECOVERIES:

1. Shortfall in thickness / quantity / weight
 - a) If shortfall is up to 10% in any one of the above parameter i.e., a+b+c = 10% specified oversize, thickness / weight – in a KM Recovery @ twice the agreement rates to be effected for the deficiency.
 - b) If shortfall is between 10% and 20% in any one of the above parameter i.e., a+b+c = 10% to 20% specified oversize, thickness / weight – in KM Recovery to be effected @ thrice the agreement rates for the deficiency.
 - c) If shortfall is more than 20% of specified thickness / quantity / weight – the work is to be rejected and redone.
 - d) In case both deficiency i.e., thickness & weight of metal is noticed, the recovery shall be for the maximum of the two deficiencies.

III. SDBC /MSS/ BM / DBM Bituminous items:

- a) Thickness : The average thickness shall be the arithmetic mean of the difference of levels before and after construction at all grid points in that area i.e., at every 10 m c.c.

longitudinally and 0.75 m and 2.75m on two lanes, 1.25 m on single lane transversely. The recovery for less thickness shall be as under.

- b) Binder quantity: The binder content shall have to be tested at the plant or mix at the time of laying. Research carried out in the country revealed that with manage of time there would be loss of bitumen in layer which may occur from day one. Further the testing procedure / sampling itself varies from laboratory to laboratory, person to person and the results are subject to efficiency of the personnel as well as equipment.

The MORTH specification gives a tolerance of + 0.30% which in fact is for the plant mix and cannot be straight away applied for tests conducted on the surface after lapse of time. The bitumen extraction tests shall have to be conducted as early as possible and in no care beyond 6 months.

Considering all these aspects the variations in Binder content and recoveries to be effected are:

- 1) 0-10% recovery to be effected @ twice the agreement.
- 2) 10-15% recovers to be effected @ thrice the agreement.
- 3) More than 15% the layer shall be rejected and re-laid.

RECOVERIES:

- 1. Shortfall in thickness / quantity / weight.
 - a) If shortfall is up to 10% in the specified thickness / quantity / weight – Recovery @ twice the agreement rates to be effected for the deficiency in quantity.
 - b) If shortfall is between 10% and 20% in the specified thickness / quantity / weight – Recovery to be effected @ thrice the agreement rates for the deficiency in quantity.
 - c) If shortfall is more than 20% of specified thickness / quantity / weight – the work is to be rejected and redone.

IV. CONCRETE ITEMS:

The testing and tolerance shall be as per MORTH section 903.5. No deviations are acceptable in thickness of PCC / all members except concrete pavements. In case of strength requirement in which established based on concrete cores / cubes no deviation is remitted from specified strength. However if the lesser strength concrete is allowed duly satisfying design criteria the rate of lower grade concrete or equipment to the actual strength only shall be paid.

PAYMENT ADJUSTMENT FOR DEFICIENCY IN THICKNESS

Deficiency in the average thickness of day's work	Percent contract unit price payable
Up to 5 mm	100
6 – 10 mm	87
11 – 15 mm	81
16 – 20 mm	75
21 – 25 mm	60

GENERAL:

1. The edges of the carriageway shall be correct within a tolerance of +/- 10mm.
2. The negative tolerance of top layer shall not be permitted in conjunction with positive tolerance of bottom layer.
3. The QC shall inspect the work at every stage of execution particularly before laying bituminous layers & during execution of BT layer on their own. QC is meant for quality assurance, any check after completion does not serve the quality assurance.

The contractor shall test all the materials as per agreement specifications and results shall be recorded duly signed by the contractor or his representative and the section officer. The name of work and quarry location shall be clearly noted in the test reports.

- 36.3 The amended gradation limits with regards to Wet Mix Macadam is as under:

Amended Table 400-11(A) Grading requirement of aggregates for Wet Mix Macadam

IS Sieve Designation	Percent by weight passing the IS Sieve
53.00 mm	100
45.00 mm	75-90
26.5 mm	-
22.4 mm	45-70
11.2 mm	25-45
4.75 mm	20-25
2.36 mm	10-20
600 microns	5-10
75 microns	0-4

No job mix where in upper limit of a particular screening and lower limit of immediately subsequent screening as boundaries of mix is acceptable.

D. COST CONTROL

37. Bill of Quantities:

- 37.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.
- 37.2 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.

38. Changes in the Quantities:

- 38.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
- 38.2 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.
 - 38.2.1 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.

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

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

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

39. Extra Items:

39.1 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.

39.2 The contractor shall before the 15th day of each month, submit in writing to the Executive Engineer 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.

39.3 Entrustment of additional items:

39.3.1 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 estimated rates.

39.3.2 Entrustment of the additional items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (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.

39.3.3 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 Chief Engineer-I, who entered into the agreement, 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.

40. Cash flow forecasts:

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

41. Payment Certificates:

41.1 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.

41.2 The Engineer-in-charge shall check the Contractor's monthly statement within 14 days.

- 41.3 The value of work executed shall be determined by the Engineer-in-charge.
- 41.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 41.5 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.

42. Payments:

42.1 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 Manager (E) and check measured by any officer not lower in rank than a Deputy Zonal Manager. 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 work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorized 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 authorized 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.

42.2 Deleted.

42.3 Payments and Certificates:

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

42.3.2 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 unauthorized 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.

42.3.3 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.

- 42.3.4 No claim shall be entertained, if the same is not represented in writing to the Engineer-in-Charge within 15 days of its occurrence.
- 42.3.5 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.
- 42.4 Intermediate Payments:
- 42.4.1 For intermediate Stage of work, only part rates as fixed by the Engineer-in-Charge will be paid.
- 42.4.2 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.
- 42.4.3 Full rate shall be paid when the work is completed to the full profile as noted in the drawings.
- 42.4.4 For earthwork in cutting, 10% of the quantity will be with-held 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.
- 42.4.5 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 side slopes and all other works contingent to the bund profile. For this purpose, 25 mts of length will be taken as a Unit.
- 42.4.6 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.
- 42.4.7 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 with held 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.
- 42.4.8 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.
- 43. Interest on Money due to the Contractor:**
- 43.1 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 arrears, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.
- 44. Certificate of Completion of works:**
- 44.1 Certificate of Completion of works:
- 44.1.1 When the whole of the work has been completed and has satisfactory 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 period of maintenance, such notice and undertaking shall be in writing and shall be deemed

to be 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" 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.

44.1.2 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.

44.1.3 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.

45. The percentage quoted by the contractor is exclusive of GST on materials.

46. Price Adjustment.

So far as the price adjustment aspects concerned, it has to be considered how and why price adjustment will attract on labour, equipment and materials except on steel, cement and fuel, that too the contractor shall purchase Bitumen/ Emulsion/ Diesel/ Petrol/Lubricant oils etc., only from the reputed firms like HPCL, BPCL and IOCL, and out of which where price is low without deviation to quality and subject to availability. Further, it needs the consideration of difference of rates between time of estimation to the time of execution/ different times of purchases, leave apart the adherence to the correlation of the existing Government orders. Further, in view of G.O.Ms.No.22, Industries and Commerce (P&I)dept., dt.13-04-2020 & G.O.Ms.No.34, Industries and Commerce (P&I)dept., dt.01-07-2020-since cement and steel are being supplied by government through the district administration, the applicability of the above referred G.Os for price adjustment relating to cement and steel doesn't arise so long as above G.O.Nos.22&34 are in force. In view of the GO.Rt.No.61 of HMFV (H2) Dept dated 07.02.2017 which was issued referring to GO.MS.No.35 of 2009 supra and also GO.MS.No.112 dated 26.02.2015 and it is clearly mentioned about withdrawal of GO.112 which permits to adopt GO.35, for GO.61 clearly says GO.35 of 2009 no way apply. Hence above guidance to be followed in considering any price adjustment without any unnecessary financial burden on the government. Now the Price Adjustment are as per G.O.Ms.No.62, Dt: 30.11.2021 of Water Resource Dept.

46.1 **Price Adjustment is allowed on :**

- Cement
- Steel
- Bitumen
- Petroleum, Oil and Lubricants (POLs)
- DI Pipes
- PVC Pipes
- HDPE Pipes
- MS Pipes
- Labour

46.2 **Applicability :**

- a. Price adjustment (both positive and negative)
 - (i) Shall be applicable to all the works of Rs.40.00 Lakhs and above and where the original period of contract as per agreement is six months or more.
 - (ii) Shall not be applicable for works of Rs.40.00 Lakhs, Where the original period of contract is less than six months. The EOTs sanctioned shall not be counted for price adjustment clause.
 - (iii) Shall not be applicable for works less than Rs.40.00 Lakhs, irrespective of the period of execution.
- b. These orders are applicable for all the works for which tenders are invited on or after the date of this order. The Tender Inviting Authority should incorporate this order in the Bid Document.
- c. Price Adjustment shall be allowed in all cases where the variation between the estimated rates and current rates is more than 5% or less than -5%.

Price Adjustment amount payable or deductible would be the differential amount arrived after adding or deducting initial 5% over the rate adopted in the Estimate respectively.

No Price Adjustment shall be allowed for the cases where the variation between the estimated rates and BoCEs approved rates is less than 5% and more than -5%.

(Ex: In Case of Cement, Steel & Bitumen where absolute variation is allowed:

Where Bitumen rate/initial rate is Rs.100/- and the current rate is Rs.108/- the amount of Price Adjustment payable is $(108-1.05 \times 100)$ i.e., Rs.3/-

Similarly, where Estimate rate / initial rate is Rs.100/- and the current rate is Rs.92/-, the amount of Price Adjustment deductible from the bills is $(92-0.95 \times 100)$ i.e., Rs.3/-.

Again, when Estimate rate/initial rate is Rs.100/- and the current rate is Rs.98/- (i.e., between Rs.95/- and Rs.105/-), then no amount shall be recovered towards Price Adjustment and when Estimate rate/ initial rate Rs.100/- and the current rate is Rs.102 (i.e., between Rs.95/- and Rs.105/-), then no amount shall be reimbursed towards Price Adjustment)

- d. Tender Percentage (either + or -) should not be applied on the price Adjustment amount worked out.
- e. Price Adjustment amount shall be paid without reference to the provision available in the Estimate. However, Provision should be ensured as per actual in the Revised Estimate by the technical Sanctioning Authority.
- f. For EAP Works, Price Adjustment is applicable as defined in the contract.

46.3 **Calculation Methodology:**

- a. Rate adopted in the Estimate shall be initial rate
- b. Rate as on the Date of measurements/ Recording shall be the current rate
- c. The rates of Cement, Steel, Bitumen, DI Pipes, PoLs and Labour shall be fixed periodically as follows:
 - (i) **In case of Steel & Cement items :**
 - a) The Price Adjustment Shall be allowed on Monthly basis.
 - b) (i) The Board of Chief Engineers shall meet on the 10th of every month and recommend the new price to the Secretary to Govt., Water Resources Department on the next day of the review for approval.

(ii) In case the Government, in consultation with Cement/Steel manufacturers, fix the Cement or / and Steel rates for a specified period, the rates shall be followed till the end of that period. Thereafter, the procedure mentioned in (b) (i) shall be followed.

- c) The secretary to Govt., Water Resources Department in consultation with the Secretary, Finance (W&P) shall issue an Order on the settled new price every month based on the Board of Chief Engineers' recommendation
- d) The BoCE shall collect quotations from ISI approved producers for all categories of Steel including TMT and arrive at an admissible price to be applied for the month.
- e) The BoCE shall collect quotations from ISI Standards Cement manufacturers and admissible rates should be adopted for the month.
- f) Calculation formula:

Positive Price Adjustment, i.e., when the current rate is more than 1.05 times the estimate rate/ initial rate

Amount to be paid =

Qty. Consumed during the specified month X (current rate -1.05 X initial rate)

Negative Price Adjustment, i.e., when the current rate is less than 0.95 times the estimate rate/ initial rate

Amount to be deducted =

Qty. Consumed during the specified month X (current rate -0.95 X initial rate)

(ii) In case of Bitumen & PoLs :

- a) The Price Adjustment shall be allowed on **fortnightly** basis.
- b) The prices published on websites of Public Sector Undertakings (PSUs) shall be followed.
- c) Calculation Formula:

- For Bitumen:

Positive Price Adjustment

Amount to be paid =

Qty. Consumed during the specified fortnight X
(Current rate-1.05 X initial rate)

Negative Price Adjustment

Amount to be deducted =

Qty. Consumed during the specified fortnight X
(current rate-0.95 X initial rate)

- For PoLs:

Positive Price Adjustment

$V_f = (P_f / 100) \times R \times (F_i - 1.05 \times F_o) / F_o$

Negative Price Adjustment

$V_f = (P_f / 100) \times R \times (F_i - 0.95 \times F_o) / F_o$

Where

V_f =Price Adjustment amount for fuel to be paid/deducted

P_f =Percentage of PoL component of the work

Pf shall be taken as 15% for all Works except in case of EPC works of Water Resources Department for which Pf shall be as approved by the State Level Standing Committee(SLSC).

R= value of Work done (Gross Bill Amount less contractor's profit and overhead charges (CPOH) less tender premium less all reimbursable items such as seignorage charges, GST etc.,)

Fo = Average fortnightly wholesale price of High Speed Diesel at the existing Consumer Pumping stations located in District Head Quarters nearest to worksite as on the date of sanction of Estimate.

Fi= Average fortnight Wholesale price of High Speed Diesel at the existing Consumer pumping stations located in District Head Quarters nearest to worksite as on the date of recording of measurements.

(iii) DI PIPES :

- a) The Price Adjustment shall be allowed on monthly basis
- b) Calculation formula:

Positive Price Adjustment :

$$P2=P1+(CPI2-1.05 \times CPI1) / 1000 \times M \times 0.96$$

Negative Price Adjustment :

$$P2=P1+(CPI2-0.95 \times CPI1)/ 1000 \times M \times 0.96$$

Where

P2=Revised pipe price in Rupees per Meter

P1=Pipe Price in Rupees per Meter as Per SSR/Agreement

CP12=Price of Pig Iron at the time of delivery.

CP11=Price of Pig Iron considered in the estimate.

M=Weight of pipe in Kgs per Meter as per IS:8329-1994

0.96=0.96 MT of Pig Iron is required for manufacture of 1 MT of DI Pipes.

(iv) In case of Labour:

- a) The Price Adjustment shall be allowed on monthly basis
- b) The monthly consumer price index numbers for industrial labour (CPI(IW)) published by Labour Department of Govt shall be followed.

c) Calculation formula:

Positive Price Adjustment

$$V_L = R \times (P_L / 100) \times (L_i - 1.05 \times L_o) / L_o$$

Negative Price Adjustment

$$V_L = R \times (P_L / 100) \times (L_i - 0.95 \times L_o) / L_o$$

Where

V_L = Variation in labour cost i.e., amount to be paid/deducted.

R = value of Work done during the specified month (Gross Bill Amount less contractor's profit and overhead charges (CPOH) less tender premium less all reimbursable Items such as seignorage charges, GST etc.,)

P_L=Component of Labour expressed as a percentage of the total value of the work excluding the Contractor's profit and overhead charges and Tender Premium.

Lo=Consumer Price Index number for Industrial workers for the month as on the date of sanction of Estimate.

Lr=Consumer Price Index number for Industrial workers for the month as on the date of recording of measurements.

v) For Rural Water Supplies :

a) HDPE Pipes :

- a) The Price Adjustment shall be allowed on monthly basis.
- b) Calculation formula:

Positive Price Adjustment

$$P2=P1+(A2-1.05 \times A1)/1000 \times M \times 0.95$$

Negative Price Adjustment

$$P2=P1+(A2-0.95 \times A1) / 1000 \times M \times 0.95$$

Where

P2= Revised pipe price in Rupees per Meter

P1=Pipe Price in Rupees per Meter as Per SSR/Agreement

A2=Current price of raw materials in Rs. per MT.

A1= Initial price/ estimate price of raw material in Rs. per MT.

M=Weight of pipe in Kgs per Meter as per Weight chart.

b) PVC Pipes :

- a) The Price Adjustment shall be allowed on **monthly** basis.
- b) Calculation formula:

Positive Price Adjustment

$$P2=P1+(A2-1.05 \times A1)/1000 \times M \times 0.95$$

Negative Price Adjustment

$$P2=P1+(A2-0.95 \times A1)/1000 \times M \times 0.95$$

Where

P2= Revised pipe price in Rupees per Meter

PI =Pipe Price in Rupees per Meter as Per SSR/Agreement

A2= Initial price/ estimate price of raw material in Rs. per MT,

A1= Current price of raw materials in Rs. per MT.

M=Weight of pipe in Kgs per Meter as per weight chart.

c) MS Pipes :

- a) The Price Adjustment shall be allowed on **monthly** basis
- b) Calculation formula:

Positive Price Adjustment

$$R2=R1+(M2-1.05 \times M1)/1000 \times Wm$$

Negative Price Adjustment

$$R2=R1+(M2-0.95 \times M1)/1000 \times Wm$$

Where

R2= Revised pipe price in Rupees per Meter

R1 =Pipe Price in Rupees per Meter as Per SSR/Agreement

$M1 = \text{Initial price/ estimate price of raw material in Rs. per MT,}$

$M2 = \text{Current price of raw materials in Rs. per MT.}$

$W_m = \text{Weight of MS plates in Kgs per meter of pipe}$

47 Retention:

47.2 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.

47.3 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.

48 Liquidated Damages:

48.1 The intended completion period for the whole of the work is **24(Twenty Four) Months** with the following milestones.

Milestone No.	No. of months from the date of signing agreement	Minimum percentage of work to be completed	Physical work to be completed
Mile stone-1	End of 5 Months	10%	Completion of 10% of work.
Mile stone-2	End of 10 Months	30%	Completion of 30% of work.
Mile stone-3	End of 15 Months	50%	Completion of 50% of work.
Mile stone-4	End of 20 Months	75%	Completion of 75% of work.
Mile stone-5	End of 24 Months	100%	Completion of work in all respects.

If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Superintending Engineer too slow to ensure completion by the prescribed time or extended time for completion Superintending Engineer shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Superintending Engineer 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 Superintending Engineer under this clause the contractor shall seek the Superintending Engineers permission to do any work at night or on Sundays, if locally recognised as days or rest, or their locally recognised equivalent, such permission shall not be unreasonably refused

48.2 If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Zonal Manager, APIIC too slow to ensure completion by the prescribed time or extended time for completion Zonal Manager, APIIC shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Zonal Manager, APIIC 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 Superintending Engineer under this clause the contractor shall seek the Zonal Managers 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.

48.3 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 Superintending Engineer may without prejudice to any other method of recovery will deduct one tenth of one percent of contract 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.

48.4 The liquidated damages for the whole of the work are

For milestone 1	Rs.1,09,622.00	Per day
For milestone 2	Rs.2,19,243.00	Per day
For milestone 3	Rs.2,19,243.00	Per day
For milestone 4	Rs.2,74,054.00	Per day
For milestone 5	Rs.2,74,054.00	Per day

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

The mile stones will be filled at the time of Agreement after obtaining a Program of the work.

49 **Mobilisation Advance: Deleted**

50 **Securities:**

50.1 The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 15%) 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 bank 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.

51 **Cost of Repairs:**

51.1 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

52 Completion:

- 52.1 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.

53 Taking Over:

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

54 Final Account:

- 54.1 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.

55 Termination:

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

- 55.2 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.
- 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 judgement 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 anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

- 55.3 Notwithstanding the above the Department may terminate the contract for convenience.

55.4 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.

56 Payment upon Termination:

56.1 As mentioned in Clause No 93

57 Property:

57.1 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.

58 Release from Performance:

58.1 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.

F. SPECIAL CONDITIONS

59 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.

60 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.

60.1 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 Andhra Pradesh 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.

61 Land:

61.1 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, work-shop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and at least 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.

61.2 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.

61.3 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.

62 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.

63 Payment for Camp Construction:

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.

64 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 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.

65 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.

65.1 Transportation of Labour:

- I. 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.
- II. 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.

66 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 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 underground 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.

67 Fair Wage Clause:

1. The contractor shall pay not less than fair wages to labour engaged by him on the work.
2. "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.
3. The contractor shall not with-standing 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 labour had been directly employed by him.

4. In respect of labour directly or indirectly employed in the works for the purpose of the contractors 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 labour to the satisfaction of the Executive Engineer.
5. 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 labour 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.
6. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his sub-contractors.
7. 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.
8. Any violation of the conditions above shall be deemed to be a breach of his contract.
9. Equal wages are to be paid for both men and women if the nature of work is same and similar.
10. 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.
11. The contractor shall ensure strict compliance of the provisions of the Employees Provident Fund Act 1952 and the scheme framed there under in, so far as they are applicable to their establishment and agencies engaged by them. The contractor is further required to indemnify the Corporation against any loss of damage whatsoever that may be suffered by the Corporation as a result of any claims, damages or penalties for any failure or noncompliance on their part with the provisions of the aforesaid. Act and the scheme framed there under.
12. The contractor shall ensure implementation of all the relevant provision of the above act and shall deemed to be the principal employer for the purpose. Accordingly they will get themselves registered with the concerned statutory authority as provided under the Act and shall be directly responsible to the authorities thereunder for compliance with the provisions thereof.
13. In pursuance of the above provisions, the contractor is required to maintain Attendance Register for all his employees employed for the subject work and other records and cause recovery of their P.F. contributions from their wages / salaries and remit the same along with the Employer's Contribution to the Regional Provident Fund Authorities with necessary returns.

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.

68 Indemnity Bond:

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District..

Agreement No: /CE-III/APIIC/2024-25, Dt:

I/We Resident of do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment

of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie., Failing such payment of claims of workmen engaged in the above work, I/We abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

CONTRACTOR

69 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.

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

- 71** (a) Workmen compensation Act 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 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 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 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 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 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 from 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 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 month or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month 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 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.
- (k) Industrial Employment (Standing Orders) Act 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 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 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 1996 and the Cess Act 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 1% 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 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.

72 Liabilities of the Contractor:

72.1 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.

- 72.2 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.

- 72.3 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 there under 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.

73 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.

74 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 labour including controlled commodities.

75 Relationship:

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Department, Government of Andhra Pradesh 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 Andhra Pradesh.

76 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.

77 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
- (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.

78 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.

79 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.

80 Plant and Equipment:

80.1 The contractor shall have sufficient plant, 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.

80.2 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.

80.3 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.

80.4 The acceptance of departmental machinery on hire is optional to the contractor.

81 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.

82 Inconvenience to public:

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.

83 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.

84 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.

85 General obligations of Contractor:

85.1 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.

85.2 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.

85.3 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.

85.4 Pending finalisation of disputes, the contractor shall proceed with execution of work with all due diligence.

86 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 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.

87 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.

88 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.

89 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.

90 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 surroundings 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 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 utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize 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 this 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.

91 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 tracking of grass areas by equipment. Care shall be taken by the Contractor in felling trees authorized for removal to avoid any unnecessary damages to vegetation and trees 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 labour 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.

92 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.

93 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.

94 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.

95 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 authorised by the Engineer-in-Charge in writing.

96 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.

97 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.

98 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.

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 annul 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 of the work, the decision of the Engineer-in-Charge, which shall be given in writing shall be binding on the contractor.

99 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.

100 Income tax:

- a) During the currency of the contract deduction of income tax at as applicable from time to time 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 applicable tax from time to time procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill.

- c) 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

101 GST (Goods Service Tax):

- i. The rates indicated in BOQ (Schedule-A) are exclusive of Goods and Services Tax (GST) and Seigniorage charges for works contract.**
- ii. GST at the prescribed rates as indicated by Government from time to time, will be worked out and added in the work bill and released to contractor duly deducting TDS @2% .**
- iii. The contractor should produce a valid GSTIN Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.**

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

102 (b) The Contractor shall procure the hot mix material to the work site, duly maintaining the required laying temperature, as per the specifications.

102 (c) Deleted.

103 (a) The Contractor shall purchase of Bitumen/Emulsion only form the reputed firm i.e HPCL and IOCL. They shall not be permitted to use CRMB bought private manufacturers.

(b) The Contractors shall procure Original bills towards purchase of bitumen /emulsion while submitting the bills for payment.

Zonal Manager, APIIC Concerned should endorse the name of the work on the bills /vouchers /invoices for which the bitumen emulsion is utilized to avoid reuse of bills on other works.

The Contractors shall order and procure the bitumen /emulsion work wise so that the contractor obtain invoice/bills work wise and submit the same to the Executive Engineer, (R&B) Concerned while preparing the bills.

104 The contractor shall test all the materials as per the agreement specifications and results shall be recorded duly signed by the Contractor or his representative and the Section Officer. The name of the work and quarry location shall be clearly noted in the test reports.

If any deficiency in the size of metal (aggregates), thickness, binder quantity, density, weight etc., beyond the limits/tolerances prescribed for road works are observed, necessary recoveries / penalties will be effected as per the Circular Memo No: 12582/Vig.I/1/2005-1, Dated: 23-03-2006 of the Engineer-in-Chief (R&B) Administration & Roads, A.P., Hyderabad

105 Seigniorage charges:

105.1 Seigniorage charges worked out as per the applicable rates, based on the theoretical requirement of materials will be added in each bill and record the same.

106 NAC:

- i) In all the estimates for works, L.S. provision shall be made at the rate of 0.1% of the amount of estimate as "Provision for Corpus fund of NAC".
- ii) In the tender documents, 0.1% of the value of the estimate contract amount shall be shown under Part B of Schedule A towards corpus fund of NAC.
- iii) In the agreements, 0.1% of the contract amount shall be shown under Part B of Schedule A towards corpus fund of NAC.
- iv) In the tender documents and agreements, a clause shall be incorporated that in each bill, 0.1% of the value of the gross bill will be added to the bill amount and equal amount will be deducted from the bill amount creditable to corpus fund of NAC.
- v) The departmental officers while passing the bills shall add 0.1% of the gross value of the bill to the bill amount and deduct equal amount from the bill amount creditable to corpus fund of NAC.
- vi) In respect of bills paid by Executive Engineers, the amount so deducted shall be sent by D.D drawn on any Nationalized/Scheduled Bank in favour of Director General, NAC.

107) LabourCess

- ☐ Not to Provide any provision in the estimates towards LabourCess component.
- ☐ To Recover the LabourCess at 1% or Prevailing rate from the Contractors Bills without adding the same to the Bills and remit the same to the department concerned.
- ☐ To incorporate the suitable condition in the Tender Document clarifying that labourcess will be deducted from the work bills @ 1% or any other rate as specified by Govt of AP

106 SPECIAL CONDITIONS (ELECTRICAL)

106.1 The contractor shall possess requisite live license i.e. Grade-A issued by Andhra Pradesh Electrical Licensing Board so as to carry out internal electrification and external electrification works of the buildings under the direct supervision of an appropriate permit holder not lower in rank than an Supervisor and Wiremen holding Certificates of Competency permits and as stipulated in G.O.Ms.No.I, dated 02-01-1987.

106.2 The contractor has to keep his license in currency till the work is completed. If license is suspended or revoked during the period in which the work is in progress, the contract will be terminated awarded to some other agency, recovering the extra cost if any from the contractor.

106.3 The materials used should be as per the list of materials enclosed. The Chief Engineer(South) –I/ Zonal Manager reserves the right to insist on any of the materials from this list of approved materials.

106.4 Bulbs, tubes and ceiling fans will have to be supplied' by contractor himselfes if required .the Corporation and the contractor has to make his own arrangements to transport the same and to keep under the safe custody of the contractor at his cost till they are fixed in the respective and the installation is completely handed over to the corporation after completion.

106.5 The work shall be' carried out strictly in conformity with code of practice for electrical wiring and fittings in industrial buildings to the latest Indian standard Specifications appended here under and also as per IE rules and IE act and subsequent addenda thereon. If the work carried out do

- not comply with the code of practice and the corporation specifications and if the workmanship is unsatisfactory, it shall be binding the contractor to re-do the job without any extra cost, and is liable for penalty as decided by the corporation towards inconvenience caused.
- 106.6 The work should be carried out under the direct Supervision of qualified person holding a certificate of competency for the type of work involved.
- 106.7 After completion of work, a test certificate for all the installations and a plan of building should be furnished indicating the location of various mains and sub-mains and all the fittings together with a circuit diagram duly numbered (in the diagram). The final bill will not be paid till the above diagrams are submitted and approved after verification.
- 106.8 The contractor will be responsible for any defects noticed due to improper workmanship or defective material supplied by him for two calendar years from the date of final completion of work. The security deposits shall be released to the contractor after completion of the observation period of two years from the date of final completion of work, after ensuring satisfactory performance of the installation.
- 106.9 Lugs shall be provided for all earth connections.
- 106.10 The contractor should arrange for the transport of men and material to the work spot, at his cost.
- 106.11 All civil works and patch works necessitated for providing electrical installations shall be made good to the original finish and color at the cost of the contractor and shall be to the satisfaction of the civil Engineer-in-charge. A certificate from him should be obtained to the effect that the civil and patch works are done satisfactorily. It will be the responsibility of the electrical contractor to obtain such certificate from the civil engineer. Unless such certificate is produced, no final payment will be made.
- 106.12 Concreting to the poles and providing independent earthing should be done in presence of Corporation staff.
- 106.13 Samples of all materials to be supplied by the contractor shall be produced for approval of the Zonal Manager concerned. Only approved materials shall be used for the works.
- 106.14 It shall be the responsibility of the contractor for getting the installation approved by the Government Electrical Inspector prior to energisation, wherever required by the Corporation at his cost.
- 106.15 Necessary Instruments for testing of the wiring shall be arranged by the contractor himself and testing arranged at his cost before energising of the installation.
- 106.16 Conduit layout/wiring layout/location of points/location of earth pits etc., shall be marked at site first and got approved from Engineer-in-Charge before commencement of the work.
- 106.17 All the conduits for telephone system should be provided with 14 SWG steel wires and also suitable junction boxes shall be provided at an interval of not more than 10m and no extra payment shall be made on this account.
- 106.18 Fabrication design of all main and sub-mains with MCBs etc., as per specifications furnished by the Corporation shall be got approved by the Engineer-in-charge, prior to fabrication by submitting detailed dimensional sketch.
- 106.19 All the construction debris due to electrical works shall be cleared now and then and site should be kept clean of the electrical debris by the contractor at all the times.

- 106.20 The material on Electrical works. Rejected if any by the Engineer-in-charge should be immediately removed from site.
- 106.21 The contractor shall make his own arrangements at his cost for supply of general and special T & P required for execution of the work and its successful commissioning.
- 106.22 All the metallic boxes, housing control switches regulators and plugs, sockets, metallic light fittings etc., shall be suitably earthed with 14 SWG GI wire as per specifications.
- 106.23 The Electrical work shall be progressed by the contractor side by side with progress of the building work. Laying of conduits for recessed portions shall be in pace with the building progress so that no hindrance to the progress occurs at any stage. It will be the contractor's responsibility to keep a constant watch on the progress of building work and to co-ordinate laying of conduits on walls / ceiling.
- 106.24 For any clarification on electrical work the decision of the Engineer-in-charge shall be final and binding.
- 106.25 All the locations of the cables laid directly underground shall be indicated clearly by cable marker made of CI plate embedded in concrete block and shall be projected above the ground/floor level 15mm at an interval of 30m.
- 106.26 Proper lettering with paint on all the main switches indicating the following should be incorporated as directed by the Engineer-in-charge.
- a) Size of incoming cable and place from which it is coming along with the length of cable.
 - b) Size of outgoing cable to the place where it is going along with length of outgoing cable.
 - c) Fuse rating.
- 106.27 The contractor shall supply and install weather proof junction boxes. No extra amount is payable on this account.
- 106.28 Caution notices i.e., Danger boards shall be provided on the panel boards/main switches at the cost of the contractor.
- 106.29 The wiring should be according to the following color code.
- 106.30 Red for R Phase'.
Yellow for Y Phase
Blue for B Phase
Black for Neutral
- 106.31 The contractor shall perform all excavation and back filling at his cost, as directed by the Engineer-in-charge.
- 106.32 Clearing the site, taking mark out, making lines etc., shall be done at the cost of contractor. Final clearance of the site shall be done by the contractor at his own cost.
- 106.33 Tenderers while submitting the tenders should certify in the tender that they have actually inspected the site and alignment of works and have based their tenders on such examinations by them.
- 106.34 The Contractor cannot hold the Corporation responsible for any damage on account of delay in supplying the material if any proposed to be supplied by Corporation.

107 ELECTRICAL WORKS

Relevant Indian Standards for the various materials to be used in the Electrical works as per specification condition No.30.05

LIGHTING FIXTURES AND ACCESSORIES

IS:1913	General and safety requirements for electric lighting fittings.
IS:3538	Water proof electric lighting fittings.
IS:4012	Dust proof electric lighting fittings
IS:4013	Dust tight electric lighting fittings
IS: 1777	Industrial lighting fittings with metal reflectors
IS:3287	Industrial lighting fittings with plastic reflectors
IS:2439	Well glass lighting fittings for use underground in mines (non-flame proof type)
IS:1947	Specifications for flood lights
IS:5077	Specifications for decorative lighting outfits
IS:2149	Luminaries for street lighting
IS:2418	Tubular fluorescent lamps
IS:2183	High pressure mercury vapour lamps
IS: 1258	Specification for Bayonet lamp holders.
IS:3323	Bi-pin lamp holders for tubular fluorescent lamps.
IS:1534	Ballasts for use in fluorescent lighting fittings (part 1)
IS:1569	Capacitors for use in fluorescent lighting fittings.
IS:2215	Starters for fluorescent lamps
IS:3324	Holders for starters for tubular fluorescent lamps.
IS:416	GLS lamps.
IS:3553	Water tight electric fittings
IS:2713	Tubular steel poles.
IS:280	MS wire general engineering purposes.

CONDUITS & ACCESSORIES AND JUNCTION BOXES:

IS:1653	Rigid steel conduits for electrical wiring
IS:3480	Flexible steel conduit for electrical wiring
IS:2667	Fittings for rigid steel conduits for electrical wiring
IS:3837	Accessories for rigid steel conduits for electrical wiring
IS:4649	Adapters for flexible steel conduits
IS:5133	Steel and cast iron boxes
IS:2629	Hot dips galvanising of iron and steel
LIGHTING PANELS	
IS:4237	General requirements for switchgear control gear for voltages not exceeding 1000V
IS:2147	Degrees of protection provided by enclosures for low voltage switches and control gear

IS:3202	Code of practice for climate for climate proofing of electrical equipment
IS:8828	Miniature Air-break circuit breakers for voltage not exceeding 1000V
IS:2959	AC conductors of voltage not exceeding 1000V
IS:5	Ready mixed paints
IS:2551	Danger notice plates
IS:4064	Normal duty air-break switches and composite units of air-break switches and fuses for voltages not exceeding 1000V
IS:2705	Current transformers
IS:2208	HRC cartridge fuse links
IS:5082	Wrought aluminium and aluminium alloys, bars, rods, tubes and sections for electrical purposes
IS:8623	Factory built Assemblies of switch gear and control gear for voltage upto and including 1000V AC and 1200V DC
IS:1248	Direct acting electrical indicating instruments
CABLES	
IS:694	PVC insulated cables for working voltage upto and including 11 00V
IS: 1554(1)	PVC insulated 11 00V armoured / unarmoured cables.
ELECTRICAL INSTALLATION	
IS: 1293	3 - pin plug.
IS:371	Two or three pin ceiling roses
IS:3854	Switches for domestic and similar purposes
IS:32	Code of practice for Electrical working installation (system voltage not exceeding 650V)
IS:5216	Guide for safety procedures & practices min electrical work
IS:3043	Code of practice for earthing
IS:3646	Code of practice for interior illumination part 11
IS:1944	Code of practice for lighting of public thorough fares
IS:3106	Guide for selection of Electrical equipment for hazardous areas
IS:800	Code of practice for use of structural steel in General building construction
IS:2633	Methods of testing uniformity of coating on zinc coated articles
IS:6005	Code of practice for phosphating iron and steel

LIST OF THE APPROVED MATERIALS FOR USE ELECTRICAL WORKS AS PER SPECIAL CONDITION NO. 22.03

S. No	Name of material	As per Tender Schedule 'A' only
1.	Insulated wire sheathed PVC cables are acceptable. In the case of conduits PVC insulated cables' should be used.	As per Tender Schedule 'A' only
2.	UG Cables	As per Tender Schedule 'A' only
3.	M.C.Bs/M.C.C.Bs.	As per Tender Schedule 'A' only
4.	5A single pole switches two way switches, flush type switches	Any ISI make only
5.	Pendent holders & batten holders and brackets.	BEST INDIAN MAKE
6.	Ceiling roses, junction boxes and E.I. shades.	-do-
7.	Screws or nails of all sizes	BRASS /M.S. ONLY
8.	Wooden accessories (including Fillets gutties, board and blocks including, double boards.	MAKE OF WELL SEASONED HIGH QUALITY WOOD WITHOUT KNOTS AND WELL POLISHED (APPROVAL OF CONCERNED TO BE TAKEN BEFORE USE).

I hereby agree to use materials only from the makes specified against each item.

Signature of Tenderer / Contractor

5.0 Technical Specifications

--Enclosed--

6.0 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 Chief Engineer-III / Zonal Manager progressively according to the work program submitted by the contractor and accepted by the Chief Engineer-III / Zonal Manager. Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the scheduled date of the start of the activity. 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. The Chief Engineer-III / Zonal Manager shall intimate the contractor 7 days in advance regarding any delay to issue of drawings, for any particular stage of works. If work gets effected due to delay in issue of drawings, for any particular stage of work the contractor shall be granted extension of time in terms of condition 14.7 of tender notice.
- 1.3 Signed drawings above shall not be deemed to be an order for work unless they entered in the agreement or schedule of drawings under proper alterations of the contractor and Chief Engineer-III or unless they have been sent to the contractor by the Zonal Manager with a covering letter confirming that the drawing in and authority for work in contract.

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 contractors' responsibility only. Acceptance for such work will be at the discretion of the Chief Engineer-III / Zonal Manager.

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 un-authorized 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.

BILL OF QUANTITIES

PREAMBLE

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

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 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, except GST.
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 summarised 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 and MORTH Specifications.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents and as per the relevant specification No. indicated in the BOQ.

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.
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 (bid) 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 equipment's suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurance's, 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 APIIC and shall form an in-separable 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 MORT&H / A.P.S.S. and also the standard preliminary specifications contained therein and sign the Chief Engineer-I's office copy of the MORT&H /APSS 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 / MORT&H and other documents connected with contract such as estimate, plans, specifications, can be seen on all working days in the office of the Chief Engineer-I.
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 I.S.I. Codes before tendering.
20. The contractor shall himself procure the required construction materials of approved quality.

21. 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.
22. 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, transportation and for loss of materials etc.
23. 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 Zonal Manager, in any case, shall be submitted for the Zonal Manager's approval before the supply to site of work is begun.
24. The tenderer's particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with
 1. Test, inspection and rejection of defective materials and work.
 2. Carriage
 3. Construction plant
 4. Water and lighting
 5. Cleaning up during the progress and for delivery.
 6. Accidents
 7. Delays
 8. Particulars of payments.

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

25. The defect liability period of contract in terms of GO Ms.No.94, I&CAD T.R&B Dept., dt:01.07.2003 is twenty four months.
 26. The estimate rates for items shown in the Schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. 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 / MORT&H/ B.I.S. specifications, the special specifications appended, drawings etc.
 27. If there is any contradiction between APSS / MORT&H and B.I.S., specifications listed and detailed technical specifications, the latter shall prevail.
 28. In case of a job for which specifications are not available with the Schedule or in APSS / MORT&H 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.
 29. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either 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.
30. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.

31. 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.
32. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set-forth in the preliminary specifications of the A.P. standard specifications and other conditions of specification of this contract.
33. 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 Zonal Manager and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The Percentage excess or less on ECV quoted are for works in situ and complete in every respect.
34. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates i.e., estimate rates plus or minus tender percentage.
35. 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.
36. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
37. 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 schedule of rates adopted in the sanctioned estimate with which the tenders are compared.

- a) Similar items but the rates of which cannot be directly deducted from the original agreement.
 - b) Purely new items which do not correspond to any item in the agreement.
- The rate of all such items shall be estimated rates plus or minus overall tender percentage.

38. 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 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 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 authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed in G.O.Ms.No: 1493, PWD, Dated: 25-10-1971 and as amended in Govt. Memo No: 544 COD 72-22 Dated: 06-07-1973.
 - c) Entrustment of either the additional supplemental items shall be further subject to the provisions under para 176(b) 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 tender's compared or if no such rate is available in the estimate, the rate derived will be with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

BILL OF QUANTITIES

(Part- I)

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

(Enclosed Separately)

BILL OF QUANTITIES

Part-II

NOTE:

- 1) The rates mentioned in Bill of Quantities (Part-I) are including overhead charges and contractors profit but excluding GST&Seigniorage Charges. The items covered under overhead charges are as per the MoRT&H standard data book for analysis of rates.
- 2) As the overhead charges include engaging technical persons by the contractor, no reimbursement for these will be made separately.
- 3) If the contractor fails to employ technical persons, the work will be suspended or department will engage technical persons and recover the cost thereof from the contractor.

PRICE BID

Name of work: Construction of Unity Mall in 5.00 Acres of land at Survey No.426/2 of Madhurawada Revenue Village, Visakhapatnam Rural Mandal, Visakhapatnam District.

Estimated contract value (in figures & words): **Rs.1,09,62,17,386/-**

(Rupees One hundred Nine Crores Sixty Two lakhs Seventeen thousand Three hundred and Eighty Six Only)

I/We do hereby express my willingness to execute the aforesaid work as per the conditions, standards, specifications, rules, regulations, etc., stipulated in the tender documents.

a) at an overall tender percentage of% (in figures)(in words) Excess/ less over estimated value or at Estimate rates.

Signature of the Tenderer/ Authorised Signatory

FORMAT

**IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE FOR BALANCE EARNEST MONEY DEPOSIT (EMD)
AT THE TIME OF CONCLUDING THE AGREEMENT**

Guarantee No : _____
Amount of Guarantee : _____
Guarantee cover from (Name of the Bank) : _____
Last date for lodgments of claim(s) : _____
No of Pages of Bank Guarantee : _____

To

Zonal Manager,
APIIC Ltd.,

----- **Zone.**

WHEREAS _____
_____ (here in after called "the Contractor") has submitted his tender in response to NIT
No: _____ dated: _____ for the work
" _____ " (hereinafter
called "the tender").

WHEREAS _____
_____ ("the Contractor") was entrusted the work of " _____
_____ " for the execution vide work order no:
_____.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Commercial Bank for the sum specified therein as balance EMD for compliance with his obligations in accordance with the Tender before concluding the agreement by you with the contractor.

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. Lakhs (Rupees _____ only)**, 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 **Rs. _____ Lakhs** 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 upto . . . (date) i.e., till the date of expiry of the Defects Liability period.

Signature & seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

FORMAT

IRREVOCABLE & UNCONDITIONAL BANK GUARANTEE FOR ADDITIONAL SECURITY DEPOSIT AT THE TIME CONCLUDING THE AGREEMENT

Guarantee No : _____
Amount of Guarantee : _____
Guarantee cover from (Name of the Bank) : _____
Last date for lodgments of claim(s) : _____
No of Pages of Bank Guarantee : _____

To
Zonal Manager,
APIIC Ltd.,

-----,
----- **Zone**

WHEREAS _____
_____ (here in after called "the Contractor") has submitted his tender in response to NIT No: _____ dated: _____ for the work " _____ " (hereinafter called "the tender").

WHEREAS _____
_____ ("the Contractor") was entrusted the work of " _____ " for the execution vide work order no: _____.

AND WHEREAS it has been stipulated by you in the said work order that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Commercial Bank for the sum specified therein as Additional security deposit for compliance with his obligations in accordance with the Tender Condition;

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. --- Lakhs (Rupees _____ only) , 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 Rs. --- Lakhs 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 upto ---20--(date) i.e., upto agreement period.

Signature & seal of the Guarantor _____
Name of Bank _____
Address _____
Date _____

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 Bank Manager
[Authorised to Sign]