

# ENDOWMENTS DEPARTMENT

**SRI DURGA MALLESWARA SWAMY VARLA DEVASTHANAM  
INDRAKEELADRI  
VIJAYAWADA, KRISHNA DISTRICT**



## **BID DOCUMENT**

**Name of the work:** **Providing Temporary Toilets at Seethammavari  
Padalu Ghat & Kesakandanasala during Dasara  
Festival - 2018.**

**ENDOWMENTS DEPARTMENT  
SRI DURGA MALLESWARA SWAMY VARLA DEVASTHANAM  
INDRAKEELADRI VIJAYAWADA KRISHNA  
DISTRICT**

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**BID DOCUMENT**

**NIT No.8/ENG/2018-19, Dt.13/08/2018**

NAME OF WORK : **PROVIDING TEMPORARY TOILETS AT  
SEETHAMMAVARI PADALU GHAT &  
KESAKANDANASALA DURING DASARA  
FESTIVAL - 2018.**

NAME AND ADDRESS OF THE :  
CONTRACTOR WHO DOWN  
LOADED THE BID OCUMENTS.

# I N D E X

No	DETAILS	Page No.
1.	<b>NOTICE INVITING TENDER (NIT)</b>	
2.	<b>INSTRUCTIONS TO TENDERERS.</b>	
	A) General.	
	B) Tender Document	
	C) Preparation of Tenders	
	D) Submission of Tenders	
	E) Tender Opening and Evaluation.	
	F) Award of Contract.	
3.	<b>FORMS OF TENDER QUALIFICATION INFORMATION</b>	
	→ Checklist to Accompany the Tender	
	→ Statements (I to VII)	
4.	<b>CONDITIONS OF CONTRACT.</b>	
	TENDER	
	A) General	
	B) Time for completion.	
	C) Quality Control	
	D) Cost Control	
	E) Finishing the Contract	
	F) Special conditions.	
5.	<b>TECHNICAL SPECIFICATIONS</b>	
6.	<b>DRAWINGS</b>	
7.	<b>BILL OF QUANTITIES &amp; PRICE BID</b>	
8.	<b>FORMATS OF SECURITIES</b>	

# **NOTICE INVITING TENDER (NIT)**

**Adm No: Q/Engg/0019/2018 Dt: 01-08-2018**

**Ts No: SE/17/2018-19 Dt: 03-08-2018**

**GOVERNMENT OF ANDHRA PRADESH  
ENDOWMENTS DEPARTMENT**

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**NOTICE INVITING TENDERS (NIT)**

**NIT No.8/ENG/2018-19, Dt. 13/08/2018**

Tenders for the work mentioned below are invited from the Contractors / Contracting firms registered with Government of Andhra Pradesh.

1)	Name of the work	:	<b><u>Providing Temporary Toilets at Seethammavari Padalu Ghat &amp; Kesakandanasala during Dasara Festival - 2018.</u></b>
2)	Estimate Contract value of work put to tender	:	<b>Rs. 13,26,000.00 /-</b>
3)	Period of completion of work	:	<b>On Before Dt:09-10-2018</b>
4)	Form of contract / class of contractor eligible	:	Class-IV Civil and Above as for GO Ms No.94 I& CAD (PW:COD) Department Dt: 01-07-2003.
5)	EMD and FEMD to be paid in the gateway payment through Net Banking, Cards/ Online Challana from their Registered Bank Accounts only at 2.5% of the estimated contract value of work along with bid documents	:	<b>Rs.33,150/-</b>
6)	Bid Document Downloading Start Date	:	13/08/2018 @ 04.00 PM
7)	Bid Document Downloading End Date	:	27/08/2018 @ 04.00 PM
8)	Last Date and Time for Receipt of Bids	:	27/08/2018 @ 05.00 PM
9)	Price bid Opening Date & Time	:	After scrutiny of Soft Copies

2. a) The bidders need to contact the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.**, for information on 'e'procurement.
- b) The bidders need to register on the electronic procurement market place of Government of A.P., that is, [www.eprocurement.gov.in](http://www.eprocurement.gov.in). On registration on the **a 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.
- c) While registering on the **a procurement** market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
- The **a 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.
- 3(a) Furnishing of hard copies by the tenderers before opening of the Price bids is dispensed with.
- 3(b) The bid evaluation of the tenderers will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by them.
- 3(c) The tenderer shall invariably furnish the **online payment of EMD** to the tender inviting authority before opening Price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. Department will not take any responsibility for any delay or non receipt.

3(d) **Transaction fee:-**

All the participating bidders have to pay the transaction fee @Rs.\_\_\_\_/ 0.03% of ECV + **18.00% GST** a cap of Rs.10,000/- for all works with E.C.V. upto 50 Crores (**Maximum of Rs. 10,000 + 18.00 % GST**) through by the participating bidders through Electronic Payment Gateway Online Payment by their Credit Card/ Net Banking in favour of Managing Director. APTS, Hyderabad.

and

**'e' procurement Corpus Fund:-**

the successful bidder shall pay Corpus Fund @ 0.04% of ECV (Estimated Contract Value) + 18% GST with a cap of Rs.10,000/- for all works with E.C.V. upto 50 Crores of the work is payable by the bidder through a DD drawn in favour of Managing Director, APTS, Hyderabad at the time of concluding agreement and hand over the same to the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,**

3(e) The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.

3(f) If any tenderer fails to submit the original EMD, hard copies of uploaded documents within the stipulated time, the tenderer will be suspended /disqualified from participating in the tenders on eProcurement platform for a period of 12 months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the eProcurement system.

3(g) 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.

4. The tenders will be opened by the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** or his nominee at his office in the presence of tenderers / or their authorised representatives, on the date mentioned above.

5. The price-bids of such tenderers who are determined to have complied with the eligibility criteria, will only be opened.

6. 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.

7. Any other details can be had from the Office of the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on eProcurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the eProcurement platform.

8. **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 one year with all the Departments in A.P in respect of conventional tenders also vide G.O.Ms.No. 259 of T, R&B (R.V) dept., dt. 6.9.2008.**

## INSTRUCTIONS TO TENDERERS

### A – GENERAL

**Name of work:** Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.

**1.Scope of work:** Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.

Give brief description and location of work.:- Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.

List out Principal Components of the work:- Stainless steel queue lines and Iron Welded gates.

ECV put to tender.: **Rs. 13,26,000.00 /-**

a) Give breakup of cost of major items covered in the ECV.

1.	Construction of temporary toilets on hire basis. The compartments shall be made of fibre/ sunglass and Roofing with fiber of suitable size as per standards W.C pan with foot rests. Water tap, lighting and ventilating provision shall be made compartments		
a	Kesakandasala	Rs.	7,95,600.00
b	Seethammavari Padalu Ghat	Rs	5,30,400.00
		Rs	

### AS PER TENDER SCHEDULE

SSR adopted : Common SSR 2017-18 and local rates

b) Rates adopted for

- a) Cement. : Rs.,
- b) Steel (HYSD ) : Rs.,
- c) Structural Steel : Rs.,
  
- Bitumen. : Bulk 60/70 -- /MT  
Bulk 80/100 – /MT  
Emulsion(B) -- /MT

c) Details of provisions included in the ECV put to Tender.

- i) Seigniorage charges: as per clause 100
- ii) GST : as per clause 101
- iii) Electrification, Sanitation & Rs.
- iv) Ornamentation to building Rs.,
- v) Insurance Premium. Rs.,
- vi) Provision for Technical Agents Rs.,

d) Reimbursable Provisions.

- i) L S towards Avagahana Sadassulu: : **Rs. \_\_\_\_\_**
- ii) L S towards Insurance premium : **Rs. \_\_\_\_\_ deleted**(Delete as per G.O.Ms., No., 5 (Finance Works & Projects – F7 Department Dt., 05/03/2014.)
- iii) L S towards Technical persons : **Rs --- Deleted**

1.1 **The Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** invites tenders for the above work. The tenders will be opened by the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** or his nominee at his office in the presence of tenderers or their authorised 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 on online through corrigendum.

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

### **2. Firms Eligible to Tender:**

TENDERER

7

EXECUTIVE OFFICER

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

2.2 **Firms ineligible to tender:**

- i) A retired officer of the Government of Andhra Pradesh or temples or Endowments Department or Government 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 Commissioner, Endowments Department, AP, Hyderabad.
- 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/ Commissioner, Endowments Department, AP, Hyderabad. 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/ Commissioner, Endowments Department, AP, Hyderabad. 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 Devasthanam where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Superintendent and above on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government, temple 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 furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

- a) Check slip to accompany the tender (in Annexure-I).
- b) Attested copies of documents relating to the Registration of the firm, Registration as Civil Contractor, Partnership deed, Articles of Association, Registration copy under GST ACT 2017, Copy of Permanent Account Number (PAN) Card and copy of Latest Income tax returns submitted along with proof.

**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.



- 3.2 Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.
- 3.3 The tenderer shall submit the copies of documents of (i) Registration as Civil Contractor required as per NIT(ii) Registration copy under GST Act 2017 (iii) PAN Card and copy of latest I.T returns submitted along with proof (iv) Necessary E.M.D.(v)Transaction fee at 0.03% of ECV+18.00% GST.
- 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 and/or
  - Not turned up for entering into agreement, when called upon.
  - record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
  - participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
  - even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to APSS.
- 3.5 **Tenders with an excess of above 5% of the estimated contract(As per G.O. Ms. No 243, T,R&B(R.I) Dept., dated 8-3-2007) value shall summarily be rejected.**
- 3.6 For tenders up to 25% less than the estimated contract value of work, no additional security deposit is required. For tenders which are less by more than 25% of the estimated Contract Value of work, the difference between the tendered amount and 75% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalised Bank/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 expense.
- 6.2 **AS PER GOVT. MEMO NO.3066/M.II(1)/2016-3, DT:04.03.2016 OF SECRETARY TO GOVT., (M&G & F.P.) (FAC) THE INITIAL COST OF SAND IS DELETED CONVEYANCE CHARGES AND MANUAL LOADING AT THE REACH ALLOWED. ANY CHANGES IN THE SAND POLICY BY THE GOVT. BY THE GOVT. WILL BE APPLICABLE FROM TIME TO TIME.**

## **B. TENDER DOCUMENT**

### **7. Contents of Tender document.**

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

#### **Technical bid**

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

#### **Price bid**

Bill of Quantities and Price bid.

### **8. Clarification on Tender Documents**

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

### **9. Amendment to Tender Documents**

9.1 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.

9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall be communicated through on line at e-market place

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 a procurement shall submit their bids 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 bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

11.2 Furnishing of hard copies by the tenderers before opening of the Price bid is dispensed with.

11.3 The bid evaluation of the tenderers will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by them.

11.4 The tenderer shall invariably furnish the online payment of EMD to the tender inviting authority before opening Price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. Department will not take any responsibility for any delay or non receipt. Failure to furnish the original EMD before Price bid opening will entail rejection of bid .

11.5 The bidder shall mandatorily pay the transaction fee to 'APTS ' payable at Hyderabad. (As per G.O.Ms No 4,Dtd 17.02.2015 IT&C Dept) through the electronic payment gateway.

11.5 The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.

11.6 If any tenderer fails to submit the online payment of EMD, hard copies of uploaded documents within the stipulated time, the tenderer will be suspended /disqualified from participating in the tenders on e-procurement platform for a period of 12 months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the aprocurement system.

- 11.7 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 canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
- 11.8 The Bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on aprocurement Platform and the bids not authenticated by Digital certificate of the bidder will not be accepted on the aprocurement platform.
- 11.9 The bids will be opened on line by the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.**, at the time and date as specified in the tender documents. All the statements, documents, certificates, DD etc., uploaded by the tenderers will be down loaded for evaluation. The clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders. The bids will be evaluated against the specified parameters/ criteria , same as in the case of conventional tenders and the qualified bidders will be identified.

## **12. Bid Offer:**

- 12.1 Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document as Volume.II. 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 **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.**, or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work indicated as part- I and LS provisions as part-II. The percentage quoted by the contractor shall be applicable only to part -I. However, the provisions contained in the part -II will be operable basing on the conditions provided in the Tender Document. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in Part-I at the space provided therein in Schedule 'A'. The L.S. amounts indicated in part-II are maximum reimbursable amounts. The tenderer should however quote his lumpsum tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The over all tender percentage should be both in words and figures.
- 12.2 The Schedule -A (or Price-bid) contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.
- 12.3 The bid offer shall be for the whole work and not for individual items / part of the work.
- 12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified in Part.II of Price bid.
- 12.5 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
- 12.6 **Charges payable to M/s APTS**
- 12.7 **Charges payable to:**
- (a) The bidder shall mandatorily pay the transaction fee to M/s APTS through the electronic payment gateway of ICICI/HDFC Bank through e-Procurement platform.**

Corpus fund charges towards 'e' procurement services at 0.04% + 18.00% GST of E.C.V. with a cap of Rs.10,000/- for all works with E.C.V. upto Rs.50.00 Crores and Rs.25,000/- for works with E.C.V. above Rs.50.00 Crores from successful bidder payable in the shape of DD drawn in favour of Managing Director, A.P.T.S. payable at Hyderabad at the time of concluding agreement

## **13. Validity of Tenders:**

- 13.1 Tenders shall remain valid for a period of not less than **Two 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 and Further Earnest Money Deposit**

15. Each tenderer must pay along with tender a sum of **Rs. 21,988/-(Rupees Twenty One Thousand Nine Hundred Eighty Eight only)** as earnest money either in the gateway payment through Net Banking, Cards/ Online Challana from their registered bank accounts only scanned copy of online payment of EMD must be uploaded with the tender Scanned copy of online payment towards EMD to be invariably uploaded along with the bid and the original online payment must be furnished shall be sent to concerned **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.**, so as to reach before the date of opening of the price Bid. Failure to furnish the EMD before price bid opening date will entail rejection of bid and the tenderer will be suspended /disqualified from participating in the tenders on aprocurement platform for a period of 12 months from the date of bid submission . The suspension of tenderer shall be automatically enforced by the e-procurement system.

~~The balance EMD @ 1½% of ECV / TCV which ever is higher shall be paid at the time of concluding Agreement by the successful Tenderer. This EMD can be in the form of :-~~

- ~~a) a bank demand draft on any Nationalised bank/Scheduled commercial bank.~~
  - ~~b) a bank guarantee in the form given in Section 8, from a Nationalised bank/Scheduled commercial Bank.~~
- 15.1 ~~Demand Drafts furnished towards EMD for issue of tender schedules shall be valid for a period of six months from the date of tender notice. ( In case of DDs extendable to 6 months).~~
- 15.2 ~~The EMD of Tenderers will be returned no sooner the tenders are finalized or end date of the Tender validity period which ever is earlier.~~
- 15.3 ~~The 1% E.M.D. paid by the successful Tenderer at the time of submission of hard copies of Tender documents through Demand Draft will be discharged if the Tenderer furnishes Bank Guarantee for the full EMD of 2½% at the time of concluding agreement.~~
- 15.4 ~~The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The E.M.D. given in the form of Bank Guarantee on a Nationalised / 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 Nationalised / Scheduled commercial Bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.~~
- 15.5 ~~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.~~
- 15.6 In consideration of the Executive Officer / Commissionerate of tenders undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the Devasthanam in the event of such tenderer either modifying or withdrawing his tender at his instance within the said validity period of three months.

#### **16. Signing of Tenders.**

- 16.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to

furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder will be rejected.

- 16.2 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.
- 16.3 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized, and, if any such alterations are made the tender will be void.

#### D. SUBMISSION OF TENDERS.

##### 17. Submission of Tenders:

- 16.1 The bidders who are desirous of participating in a procurement shall submit their bids 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 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 the Price bids is dispensed with.
- 16.3 The bid evaluation of the tenderers will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by them.
- 16.4 The tenderer shall invariably furnish the online payment of EMD to the tender inviting authority before opening Price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. Department will not take any responsibility for any delay or non receipt. Failure to furnish the online payment of EMD before Price bid opening will entail rejection of bid .
- 16.5 The bidder shall mandatorily pay the transaction fee to Transaction Fee Payable to 'APTS ' payable at Hyderabad.(As per G.O.Ms No 4,Dtd 17.02.2015 IT&C Dept) M/s. C1 India through the electronic payment gateway.
- 16.6 The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.
- 16.7 If any tenderer fails to submit the online payment of EMD, hard copies of uploaded documents within the stipulated time, the tenderer will be suspended /disqualified from participating in the tenders on e-procurement platform for a period of 12 months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the e-procurement system.
- 16.8 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 canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

##### 16.9 **Important Note:**

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

**NOTE: The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.**

##### 18. Deleted

##### 19. Last date / time for Submission of the Tenders.

- 19.1 Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.
- 19.2 The **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** and the Tenderers will remain same as previously.

##### 20. Late Tenders.

- 20.1 Any Tender received after the last date / time prescribed in NIT will be summarily rejected.

**21. Modification to the Tender.**

21.1 No Tender shall be modified after the last date /time of submission of Tenders.

**E. TENDER OPENING AND EVALUATION**

**22. Tender opening**

22.1 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. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.

22.2 The bid containing qualification requirements will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as tenderers or their authorized representatives present.

**23. Clarification on the Bid.**

23.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the 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.

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

**24. Examination of Bids and Determination of Responsiveness**

24.1 The **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.

24.2 If the bid of a Tenderer is not satisfying any of the eligibility criteria it will be rejected by the **Executive Officer** However, the tender accepting authority detects any error in the evaluation of Tenders by the **Executive Officer** the tender accepting authority while returning the tenders may direct the Executive Officer as the case may be, to re-evaluate the tenders.

24.3 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.

**25. Price Bid Opening:**

25.1 Only the Price Bids of qualified Tenderers whose Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified Tenderers or their authorised representatives present on the date and time fixed. The bid offers are read out and minutes recorded and the signatures of the Tenderers present are taken in the minutes.

25.2 The Price Bid of the Unqualified Tenderers will not be opened and thereafter E.M.D. will be returned to the tenderers.

25.3 Tenders shall be scrutinised in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

**26. Evaluation and Comparison of Price Bids**

26.1 The **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** will evaluate and compare the price bids of all the qualified Tenderers.

26.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

26.3 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.

**27. Discrepancy in Tender percentage quoted.**

27.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail. In case the tenderer has quoted overall tender percentage only in words and not in figures or vice versa, such tender shall be treated as incomplete and rejected.

**28. Process to be Confidential.**

28.1 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.

28.2 No Tenderer shall contact the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.**, or any authority concerned with finalisation of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the **Executive Officer**, it should do so in writing.

28.3 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.

28.4 Tenders will be finalized by the Commissioner of Endowments Department for the works costing upto Rs.2.00 Crores. The tenders for the works costing more than Rs.2.00 Crores will be refereed to COT along with technical bid evaluation for consideration. The Commissioner of Tenders shall scrutinize the tenders submitted by Commissioner of Endowments Department in accordance with the conditions stipulated in the tender document and in case any discrepancy of non-adherence to the conditions, the same shall be communicated which will be binding both on the tender concluding authority and contractor. In case of any ambiguity the decision taken by the COT on tenders shall be final.

## **F. AWARD OF CONTRACT**

**29. Award Criteria**

29.1 The Executive Officer 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.

29.2 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.

**30. Notification of Award and Signing of Agreement.**

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

30.2 When a tender is to be accepted the concerned tenderer shall attend the office of the **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.**, on the date fixed in the Letter of acceptance. Upon intimation being given by the Executive Officer, of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft with a validity period of six (3) months or unconditional and irrevocable Bank Guarantee obtained from a Nationalised Bank with a validity period of **3 (3+24) months**, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Executive Officer's office on 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 the Devasthanam shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by

the contractor and then by the proper officer authorised to enter into contract on behalf of the Devasthanam.

- 30.3 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.

**31. Corrupt or Fraudulent Practices**

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

- (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 Department/Devasthanam 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 Devasthanam 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 Devasthanam of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government contract.
- (d) Furthermore, tenderers shall be aware of the provisions stated in the general conditions of contract.



**FORMS OF TENDER**  
**QUALIFICATION INFORMATION**  
**Annexure -I**  
**CHECKLIST TO ACOMPANY THE TENDER**

<b>S.No</b>	<b>Description</b>	<b>Submitted</b>
1	Class-IV Civil and Above as for GO Ms No.94 I& CAD (PW:COD) Department Dt: 01-07-2003.	Mandatory
2	PAN Card	Mandatory
3	Registration copy of GST	Mandatory
4	Latest Income tax returns	Mandatory
5	EMD & FEMD Online Payment	Mandatory

**Notes:-**

All the statements copies of the certificates, documents etc., enclosed to the bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item.

**DECLARATION**

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

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

**Signature of the Tenderer**

# CONDITIONS OF CONTRACT

## TENDER

Date: .....

To

**The Executive Officer,  
Sri Durga Malleswara Swamy Varla Devasthanam,  
Indrakeeladri, Vijayawada, Krishna Dist.,**

Sir,

I/We do hereby tender and if this tender be accepted, under take to execute the **Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.**

following work viz” as shown in the drawings and described in the specifications deposited in the office of the **The Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,** 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 .  
.....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 Devasthanam.

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 MoRT&H (4<sup>th</sup> revision) / 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 Devasthanam based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

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

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 Officer 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 Devasthanam as security for the due fulfillment of this contract. If upon written intimation to me/us by the Executive Officer's Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Executive Officer or acceptance of my/our tender, 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 fully understand that the written agreement to be entered into between me/us and Devasthanam 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 Devasthanam.

I AM/WE ARE professionally qualified and 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 pay 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 Devasthanam, 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 **Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,**
- (2)
- (3) 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.
- (4) 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.
- (5) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions 3.6 Of Insturctions to Tenderers.
- (6) I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition 3.7 of Instructions to Tenderers.
- (7) I/WE hereby declare that I/We will not claim any price escalation.

- (8) I/WE hereby declare that I am/We are accepting for the defect liability period as 24 months instead of 6 ;months under clause 28 of APSS.
- (9) a) I/WE declare that I/WE will procure the required construction materials including earth and use for the work after approval of the Executive Officer. 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 devasthanam 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.
- (10) 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.
- (11) 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.**

# **AGREEMENT**

**Name of work:-** Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandanasala during Dasara Festival - 2018.

I/We, M/s Espionage Technologies, Vijayawada do hereby agree to execute the under mentioned items of work in accordance with the conditions printed on following pages(2) and in condition of payment being made by the Executive Officer, Sri Durga Malleswara Swami Varla Devasthanam, Vijayawada – 1, Krishna District as per the rates specified in the schedule – “A” for the Quantities of work executed.

ARTICLES OF AGREEMENT made this day 30<sup>th</sup> of November-2017 between Executive Officer, Sri Durga Malleswara Swamy Varla Devasthanam, Vijayawada –1 here after called the “Said Authority” which expression shall where the context so admits includes his successor in office and assigns the one M/s Espionage Technologies, Vijayawada Here in after called “The Contractor” which expression shall where the context so admits includes his heirs, Executors, administrators and legal representatives of the other part.

## **Signature of the Contractor**

## **Executive Officer**

Whereas Sri Durga Malleswara Swamy Varla Devasthanam (hereinafter called “The Institution”) is desirous of the work of and has caused an estimate of probable quantities contained in schedule ‘A’ drawing in schedule ‘B’ and specifications in schedule ‘C’ describing the work to be done to be prepared.

And where as the said schedules have been signed by or on behalf of the parties there to.

And whereas the contractor has agreed to retention by the institution, the earnest money of Rs. Pay order No. , Dt., of Bank, Vijayawada towards EMD and Additional Security Deposit of Rs.

**1.E.M.D Online Rs. Payment id: Dt: )**

vide pay order No. Dt., of, Vijayawada, Paid by him as security for the due fulfillment of the contract to the satisfaction of the said of the authority of the institution and the contractor having agreed to keep it with the institution till the completion of the work plus twenty four months observation period.

And where as the contractor has agreed that during the course of the contract period an amount at the rate of 7.5% of the value of work done will be withheld from the bills.

And whereas the contractor has also signed the copy of the Andhra Pradesh detailed standard specifications and Addendum volume there to maintained in the office of institution in acknowledgement of being bound by all the conditions and the clauses of the Standard specification number in schedule ‘A’.

And whereas the contractor has agreed to execute upon and subject to the conditions set for the in preliminary specifications forming part of this contract (hereinafter referred to as ‘The said condition’) works shown upon the drawing and described in the said specifications and set for the in schedule-A; as the probable quantities and company with the rate of progress noted at the end of the articles of agreement for a sum of Rs of such other sum as may be arrived at under the clause of the standard preliminary specification relating to payment on lump sum basis or by final measurement at Unit prices.

## **Signature of the Contractor**

## **Executive Officer**

**NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED TO AS FOLLOWS:**

1. In consideration of the payment of the said sum of **Rs. 13,26,000.00 /-** Or such Other sum as may be approved at under the clause of the standard preliminary specifications relating to payment on lump sum basis on by final measurement at unit prices the contractor will, upon and subject to the said conditions execute and complete the works shown upon the said drawings and designed in the said specifications and to the extent of the probable quantities shown in schedule 'A' with such variations by way of alterations of additions to, or deductions from the said works and method of payment therefore as are provided for in the said conditions.
2. The term "Executive Authority" in the said condition shall mean the Executive Officer of the institutions who shall be competent to exercise all the powers and privileges reserved here in, in favour of the institution with previous sanction of the Commissioner Endowments Department.
3. The arbitrator for fulfilling the duties set forth in the arbitration clause of the standard preliminary specification shall be the Commissioner, Endowments or their Deputy, as the case may be having jurisdiction over the institution to which the works relate.
4. Time shall be considered as of the essence of the agreement and the contractor hereby agrees to commence the work as seen as the site(on Premises) is handed over to him as provided for in the said conditions and agrees to complete the work within Dt:09-12-2017 maintained up to Dt:16-12-2017 the date of such handing over of the site(or Premises) and to show progress as defined in the tabular statement ' rate of progress' below, subject nevertheless to the provisions for extension of time contained in clause 59 of the standard preliminary specification. The site is handed over on
5. The said conditions shall be read and constructed as forming part of his agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement come their parts respectively.
6. upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Executive Authority, the security deposited by the contractor as herein before recited or such portion, thereof as he may be entitled to under the said conditions shall be returned to the contractor.

IN WITNESS WHERE OF THE Contractor (Name: M/s Espionage Technologies, Vijayawada. and EXECUTIVE OFFICER, Sri Durga Malleswara Swamy Varla Devasthanam, Vijayawada of the institution for and on its behalf have herein to set their bonds, the day, month and year first above written.

**Signature of the Contractor**

**Executive Officer**

## 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 Devasthanam and the contractor in the role representing the Devasthanam.

#### **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, Devasthanam and the Endowments 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 as per agreement by the contractor, amount will be recovered from the contractors bills towards technical personnel as per SSR 2014-2015.**

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 (Delete as per G.O.Ms., No., 5 (Finance Works & Projects – F7 Department Dt., 05/03/2014.)
- 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 time 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.
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- 12.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Executive Officer technically substantiating the proposals and approval of the Executive Officer obtained for execution.
- 12.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.
- 12.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.
- 12.6 Coffor Dams.  
Necessary coffer dams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work. The contractor has to quote his percentage keeping the above in view.
- 13. Power Supply.**
- 13.1 The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him.
- 13.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(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 Devasthanam work only.
- 14. Temporary Diversions (Works on Highways)**
- 14.1 The contractor shall at all times carryout work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the contractor shall in accordance with the directions of the Engineer-in-charge provide and maintain during the execution of the work a



passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the highway.

14.2 If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriageway 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 morrum, gravel and stone, metal to the specified thickness as directed by the Engineer-in-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-in-charge before the highway is closed to traffic.

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

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

**15. Ramps:**

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

**16. Monsoon Damages:**

Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Devasthanam. 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 Executive Officer, 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 Devasthanam shall give possession of the site to the Contractor. If possession of a part site is given, the Devasthanam will ensure that the part site so handed over is amenable to carryout the work at site by the Contractor.

**21. Access to the Site:**

21.1 The Contractor shall provide the Executive Officer/Engineer-in-Charge and any person authorised by the Executive Officer/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 Executive Officer, 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 Devasthanam 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 Executive Officer 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 Executive Officer the Contractor shall promptly proceed without delay to comply with such notice of decision.
- 23.2 If the Executive Officer 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 Executive Officer, the Contractor may within thirty days after receiving the notice of decision appeal to the Endowments Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Endowments Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Endowments Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Endowments 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 Endowments Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:

SETTLEMENT OF CLAIMS:

Settlement of claims for Rs. 50,000/- and below by Arbitration.

All disputes or difference arising of or relating to the contract shall be referred to the adjudication as follows:

- a) Claims upto a value of rupees 10,000 / - **Executive Officer, Sri Durga Malleswara Swamy varla Devasthanam, Indrakeeladri, Vijayawada, Krishna Dist.,**
  - b) Claims above value of rupees 10,000/- and up to rupees 50,000/- : **Commissioner, Endowments Department.**
- c) The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

Claims above Rs.50,000/-.

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

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

## **B. TIME FOR COMPLETION**

### **24. Program:**

**The Work is to be completed 2 Months.**

- 24.1 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, The rate of progress and proportionate value of work done from time to time as will be indicated by the Engineer-in-Charge's Certificate for the value of work done will be required. Date of commencement of their programme will be the date for concluding agreement but not the date of handing over site.
- 24.2 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.
- 24.3 Rate of progress:
- i) Work programme of achieving the milestones (Statement).
  - ii) Site schedule of programme of handing over site to the contractor. (Statement)
  - iii) The contractor shall achieve the financial progress, otherwise Liquidated Damages shall be levied as per the condition No.48.3 of conditions of contract.

### **MILESTONE PROGRAMME TO BE DRAWN IN CONSULTATION WITH THE EXECUTING AGENCY AT THE TIME OF CONCLUDING THE AGREEMENT.**

- 24.4 The contractor shall commence the works on site within the period specified under condition 11.1 to 11.3 above after the receipt by him of a written order to this effect from the Executive Officer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Executive Officer.
- 24.5 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 Executive Officer will, with the Engineer-in-charge's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Executive Officer, 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 Executive Officer to give possession in accordance with the terms of this clause, the Executive Officer shall grant an extension of time for the completion of works.
- 24.6 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.
- 24.7 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.
- 24.8 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 officer competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Executive Officer, are undoubtedly beyond the control of the contract. The Executive Officer shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five percent in excess or the actual working period so lost.

In the event of the Executive Officer 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 Commissioner, Endowments Department, AP, Hyderabad whose decision will be final and binding. The contractor shall lodge in writing with the Executive Officer 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 Executive Officer as to justify an extension of time in consequence thereof.

If there are valid reasons for extending the contract period, proposals for extension of time should be sent to the authority competent to accord administrative sanction sufficiently in advance and in any case at least one month before the expiry of the contract period.

## **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 Executive Officer and 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 Executive Officer and Engineer - in - Charge. No revised program shall be operative without approval of Executive Officer and Engineer - in - Charge.
- 25.2 The Executive Officer, 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 Engineer-in-Charge with in 7 days of the Executive Officer direction to alter the order of progress of works.
- 25.3 The contractor shall give written notice to the Executive Officer whenever planning or progress of the works is likely to be delayed on disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer - in - Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

## **26. Speed of Work**

- 26.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Executive Officer. The contractor should furnish progress report indicating the programme and progress once in a month. The Executive Officer 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 Executive Officer. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Executive Officer 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 Executive Officer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the "Articles of Agreement", he shall so advise the contractor in writing and at the same time demand compliance in accordance with conditions of Tender Notice. If the contractor neglects to comply with such demand within seven days after receipt of notice, it shall then or at any time there after, be lawful for Executive Officer/ 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 Executive Officer /Engineer-in-Charge, or in the opinion of the Executive Officer / 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, Executive Officer / 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 authorized by the Executive Officer /Engineer - in - Charge the Contract will be terminated under Clause 61 of APSS.
- 27.3 If the Contractor has delayed the completion of works the Contract will be terminated under Clause.61 of APSS.

**28. Extension of the Intended Completion Date:**

- 28.1 The Executive Officer / Engineer - in - Charge shall extend or recommend for extension, in accordance with the 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 Executive Officer / Engineer - in - Charge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Executive Officer/ 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 Executive Officer/ 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 Executive Officer / 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 Executive Officer / 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 Executive Officer / Engineer - in - Charge.

**31. Management Meetings:**

- 31.1 The Executive Officer / 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 Executive Officer /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 Executive Officer /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 Executive Officer /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 Executive Officer / 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 Executive Officer /Engineer - in - Charge's notice.

**35. Uncorrected defects**

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

35.2 The Executive Officer /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 Executive Officer /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 Endowments Department 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 Executive Officer /Engineer-in-Charge of the execution of the work.

**Maintenance of Quality, Quantity and Penalties to be imposed for deficient execution of work on the contractors as per norms.**

## **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 deduced 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 Executive Officer/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 15<sup>th</sup> day of each month, submit in writing to the Executive Officer 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 up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of **next higher authority** shall be obtained. Entrustment of 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 up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement 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 Commissioner, Endowments Department being the authority next higher to the Executive Officer, 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 Executive Officer/ 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 Assistant Engineer and check measured by any officer not lower in rank than a Deputy Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorised agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the

contractor or his authorised representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorised agent and check measure them even in the absence of the contractor.

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 there of.

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 unauthorised payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the / other temples of the Endowments department /Government or at any time there after from the deposits available with the other temples of the Endowments department /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 Executive Officer/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 o 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 withheld and the same will be released after completion of all C.M. & C.D. works and lining for the entire length certified by the Engineer-in-Charge.

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 Officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

**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 satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Executive Officer /Engineer-in-Charge accompanied by an undertaking to carryout 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 Executive Officer / Engineer-in-Charge to issue a Certificate of completion in respect of the Works. The Executive Officer / 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 Executive Officer / Engineer-in-Charge's opinion, required to be done by the Contractor before the issue of such Certificate. The Executive Officer / 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 Executive Officer / 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 Executive Officer / 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 Executive Officer / Engineer-in-Charge and occupied or used by the Devasthanam.

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 Executive Officer / 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. Taxes included in the bid:**

45.1 The percentage quoted by the contractor shall be deemed to be inclusive of the GST and other taxes on all materials that the contractor will have to purchase for performance of this contract.

45.2 Any Central or State sales and other taxes on completed items of works of this contract as may be levied and paid by the contractor shall be reimbursed by the department to the contractor on proof of payment to the extent indicated in Part.II of Schedule-A.

**46. Price Adjustment: DELETED**

~~46.1 Price adjustment will be assessed as per GO Ms No 35 TR&B (RI) department dated 28-2-2006, GO Ms No.73, TR&B (RI) department dated: 24/04/2006, G.O. Rt. No 175 TR&B (RI) department dated 19-2-2007, GO Ms No.94 TR&B (RI) department dated: 16/04/2008 and G.O.Ms.No.252 T R&B R-I Department dated 28-8-2008 and GO Ms. No. 1, Dt. 25-2-2012 of Finance (Works & Projects F7) Department~~

**47. Retention:**

- 47.1 The department shall retain from each payment due to the contractor @ the rate of 7.5% of bill amount until completion of the whole of the Works.
- 47.2 On completion of the whole of the Works half the total amount retained is repaid 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.
- 47.3 On completion of the whole works, the Contractor may substitute retention money with an **“on demand”** Bank Guarantee.

**48. Liquidated Damages:**

- 48.1 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 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.
- 48.3 The liquidated damages for the whole of the work are
- |                 |                  |  |         |
|-----------------|------------------|--|---------|
| Rs.             | (amount per day) |  |         |
| For milestone 1 | Rs.              |  | Per day |
| For milestone 2 | Rs.              |  | Per day |
| For milestone 3 | Rs.              |  | Per day |

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. **It will be filled up at the time of concluding the agreement.**

**49. Deleted.**

**50. Securities:**

- 50.1 The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 25%) shall be provided to the Devasthanam 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 Devasthanam. 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 Executive Officer to issue a Certificate of completion of the Works and the Executive Officer will do so upon deciding that the work is completed.

### **53. Taking Over:**

53.1 The Devasthanam 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 Executive Officer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Executive Officer 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 Executive Officer 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 Executive Officer 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 Devasthanam 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 Executive Officer.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Executive Officer 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 Executive Officer 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 Devasthanam has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment to the devasthanam 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 devasthanam of the benefits of free and open competition.

55.3 Notwithstanding the above the Devasthanam 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 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Executive Officer shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the

certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Devasthanam exceeds any payment due to the Contractor the difference shall be a debt payable to the Devasthanam.

**57 Property:**

57.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of Devasthanam. 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 Devasthanam. or the Contractor the Executive Officer / 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 after wards to which commitment was made.

## **F. SPECIAL CONDITIONS**

**Water Supply:**

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

**59 Electrical Power:**

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the Andhra Pradesh State Electricity Board at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Devasthanam, 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 Devasthanam works only.

59.1 Electric Power for Domestic Supply:

a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the 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 Executive Officer. 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 Executive Officer.

**60 Land:**

60.1 Land for Contractor's use:

The contractor will be permitted to use Devasthanam 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 Devasthanam within a reasonable time after the award of the contract and atleast 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Executive Officer reserves the right to refuse permission for use of any Devasthanam 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 Devasthanam land given to him.

### **60.2 Surrender of occupied land**

- a) The Devasthanam land as here in before mentioned shall be surrendered to the Executive Officer within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Executive Officer shall deem necessary and the contractor shall on the receipt of due notice from the Executive Officer, vacate and surrender the land which the Executive Officer 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 Executive Officer 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 Officer 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 Officer. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

### **60.3 Contractor not to dispose off Spoil etc.,**

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

### **61 Roads:**

In addition to existing public roads and roads Constructed by Devasthanam/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 Executive Officer. The contractor shall permit the use of these roads by the Devasthanam free of charge.

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

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

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

### **62 Payment for Camp Construction**

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

### **63 Explosive And Fuel Storage Tanks**

No explosive shall be stored within 1/2 (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.

### **64 Labour:**

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

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

The contractor shall, if required by the Executive Officer, deliver to the Executive Officer a written in detail, in such form and at such intervals as the Executive Officer 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 Executive Officer may require.

#### **64.1 Transportation of Labour:**

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

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

#### **65 Safety Measures:**

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Executive Officer or on his behalf from time to time and at all times.
2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
3. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.
4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding named electrical wire etc., as they would electrocute the works.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

#### **66 Fair Wage Clause:**

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

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

The contractor shall 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 labourers had been directly employed by him.

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 labourers to the satisfaction of the Executive Officer.

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

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

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

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

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

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

## 67 Indemnity Bond:

Name of work **Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.**

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

**Signature of the tenderer**

## 68 Compliance With Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Devasthanam indemnified in case any action is taken against Devasthanam by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Devasthanam 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 Executive Officer / Devasthanam shall have the right to deduct any money due to the contractor including his amount of performance security. The Executive Officer / Devasthanam 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 Devasthanam.

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

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

- (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 form the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 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 up to 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 carryon any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

## **70 Liabilities of the Contractor**

### **70.1 Accident Relief and workmen compensation:**

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

70.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Devasthanam it shall be lawful for the Executive Officer to retain such sum of money which may in the opinion of the Executive Officer be sufficient to meet such liability. The opinion of the Executive Officer shall be final in regard to all matters arising under this clause.

70.3 The contractor shall at all times indemnify the Devasthanam 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.

## **71 Contractor's Staff, Representatives and Labour:**

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

## **72 Accommodation and food:**

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

## **73 Relationship:**

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Devasthanam, Endowments Department, Government of A.P., of the rank Assistant Engineer and above engaged in the work and any officer of the rank of Superintendent and above of the Department of Government of Andhra Pradesh.

## **74 Protection of adjoining premises:**

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

## **75 Work during night or on Sundays and holidays:**

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

- (i) The provisions of relevant labour laws being adhered to:
- (ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Executive Officer and
- (iii) The construction programme given by the Contractor and agreed upon by the Executive Officer envisages such night working or working during Sundays or authorised holidays.

**76 Layout of materials stacks:**

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Executive Officer/ 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 Executive Officer /Engineer-in-Charge, the Contractor can use the sites accordingly.

**77 Use of blasting materials:**

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

**78 Equipment:**

78.1 The contractor shall have sufficient equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

78.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the devasthanam does not undertake responsibility towards their supply.

78.3 The devasthanam 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 devasthanam and the devasthanam cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the devasthanam 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 devasthanam. 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 Officer at the time of supply of the machinery.

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

**79 Steel forms:**

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

**80 Inconvenience to public:**

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

**81 Conflict of interest:**

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Executive Officer /Engineer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Executive Officer /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. Executive Officer /Engineer-in-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract

**82 Contract documents and materials to be treated as confidential:**

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

**83 General obligations of Contractor:**

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

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

83.3 If Contractor believes that a decision taken by the Executive Officer /Engineer-in-Charge was either outside the authority given to the Executive Officer /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 Executive Officer /Engineer-in-Charge's decisions.

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

**84 Security measures:**

a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.

b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.

c) All vehicles used by the contractor shall be clearly marked with contractor's name.

d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect

f) Separate payment will not be made for provision of security services.

**85 Fire fighting measures:**

a) The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.

b) Separate payment will not be made for the provision of fire prevention measures.

**86 Sanitation:**

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

**87 Training of personnel:**

The contractor, shall, if and as directed by the Executive Officer/ 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 Devasthanam/Endowments Department/Government and the training schemes will be drawn up by the Executive Officer /Engineer-in-Charge in consultation with the contractor.

**88 Ecological balance:**

a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so

conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surrounding in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.

- i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Executive Officer /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 Executive Officer / 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 Executive Officer / 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 Executive Officer /Engineer-in-Charge.
- (iv) In conduct of construction activities and operation of equipments the contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Executive Officer/ Engineer-in-Charge at the cost of the Contractor, Orders of the Executive Officer/ Engineer-in-Charge in this respect would be final and binding on the contractor.

**89 Preservation of existing vegetation:**

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Executive Officer/ Engineer-in-Charge. The contractor will be held responsible for all unauthorised cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorised for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.
- b) All the produce from such cutting of trees by the contractor shall remain the property of Devasthanam and shall be properly stacked at site, approved by the Executive Officer. 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 Devasthanam by the contractor, he shall be charged for the same at

the rates to be decided by the Executive Officer. The recovery of this amount shall be made in full from the intermediate bill that follows.

- c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

**90 Possession prior to completion:**

The Executive Officer shall have the right to take possession of or use any completed part of work or works or any part there of 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 Executive Officer/ Engineer-in-charge.

**91 Payment upon termination:**

If the contract is terminated because of a fundamental breach of contract by the contractor, the Executive Officer 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 Devashanam exceeds any payment due to the contractor the difference shall be a debt payable to the Devashanam. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

**92 Access to the contractor's books:**

Whenever it is considered necessary by the Executive Officer 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 Executive Officer.

**93 Drawing to be kept at site:**

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

**94 B.I.S. [I.S.I.] books, MoRT&H / APSS to be kept at site:**

A complete set of Indian Standard specification, MoRT&H Specification (4<sup>th</sup> revision referred to in "Technical Specifications" and A.P.S.S. shall be kept at site for reference.

**95 Site Order Book:**

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Devasthanam Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Executive Officer 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 Officer.

**96 Variations by way of modification, omissions or additions:**

For all modifications, omissions from or additions to the drawings and specifications, the Executive Officer 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 Officer in writing.

The Executive Officer 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.

Executive Officer /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 Executive Officer /Engineer-in-Charge, which shall be given in writing shall be binding on the contractor.

**97 Care and diversion of river/stream:**

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

**98 Income tax**

- a) During the currency of the contract deduction of income tax at 2.24% shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) 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.

**100 Seigniorage charges:**

100.1 Seigniorage charges will be recovered as per rules from the work bills of the contract or based on the theoretical requirement materials at the following rates.

S. No.	Material	Seigniorage
1.	Sand	Rs.50.00 / cum.
2.	Metal	Rs.75.00 / cum.
3.	R.R. stone for masonry.	Rs.75.00 / cum.
4.	Revetment stone.	Rs.75.00 / cum.
5.	C.R.S. stone.	Rs.75.00 / cum.
6.	Earth and Gravel.	Rs.30.00 / cum.

100.2 The percentage quoted by the Contractor is exclusive of Seigniorage charges on all materials that the Contractor will have to purchase for performance of this contract.

100.3 Seigniorage component loaded in Part 'B' of the estimate shall be added in each bill of the Contractor and recovered.

**101 Goods and Services Tax (GST):**

101: During the currency of the contract deduction towards GST to be made as per GST Act 2017 which tax at 12% has to be deducted at source, while making payments to the contractor

The tax to be deducted at source as per GAT Act 2017 is 12% of total value of the contract.

101.1 The contractor should produce a valid GST Clearance Certificate before the payment of the final bill; otherwise payment to the contractor will be withheld.

101.2

- a) The total amount towards component of GST at 12% is shown in Part 'B' of the estimate. This GST component loaded in the estimate ( Part"B") shall be added in each bill of the contractors.

**101.3 : The Percentage quoted by the contractor is exclusive of Goods and Services Tax (GST) but inclusive of other taxes on all materials that the contractor will have to purchase for performance of this contract.**

102 : Deleted.

**103 (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.

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

**104.1** The contractor shall produce original bills towards purchase of marble, bitumen while submitting the bills for payment.

**104.2** The contractors shall order and procurement the bitumen work wise so that the contractor obtain invoice or bills work wise and submit the same to the Executive Officer while preparing the bills.

105. 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, dt.23.3.2006 of the Engineer-in-Chief (R&B) Administration & Roads, A.P., Hyderabad.

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

**1.0 DRAWINGS:**

- 1.1 The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The premium quoted by the contractor for various items shall hold good for execution of work even with altered plans.
- 1.2 One set of drawings, on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the Executive Officer progressively according to the work program submitted by the contractor and accepted by the Executive Officer / Engineer in charge. 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 Executive Officer 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 to 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 Executive Officer or unless they have been sent of the contractor by the Executive Officer 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 Executive Officer.**

**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 unauthorised 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.

Name of work: **Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.**

**BILL OF QUANTITIES**

**PREAMBLE**

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 Executive Officer /Engineer-in-Charge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender percentage quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor 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 & MoRT&H (4<sup>th</sup> Revision)
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.  
  
If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.
9. The Tenderer should inspect and select the quarries of his choice before he quotes the tender percentage in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.
11. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.
12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
13. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the percentage quoted shall take into account the

dewatering charges necessary. No separate payment will be made for dewatering.

14. Wherever embankment work is involved, useful soils approved by the Executive Officer /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 Executive Officer /Engineer-in-Charge from time to time. The quoted tender percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted percentage.
16. The Contractor shall ensure that, the quoted tender percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
17. a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the MoRT&H (4<sup>th</sup> revision) & Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Andhra Pradesh 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 A.P.S.S / MoRT&H and also the standard preliminary specifications contained therein and sign the Executive Engineer's office copy of the APSS / MoRT&H 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 Executive Officer
18. The tenderers attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of APSS & MoRT&H (4<sup>th</sup> revision). Materials conforming to the Bureau of Indian Standards specifications, APSS and MoRT&H (4<sup>th</sup> revision) 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 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 Executive Officer /Engineer-in-Charge in writing well before their use of the work.
21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The Devasthanam will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.
22. Inspection of site and quarries by the tenderer: Every tenderer is expected before quoting his overall tender percentage, to inspect the site of proposed

work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Executive Officer, in any case, shall be submitted for the Executive Officer's approval before the supply to site of work is begun.

23. The tenderer's particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with
- a) Test, inspection and rejection of defective materials and work.
  - b) Carriage
  - c) Construction plant
  - d) Water and lighting
  - e) Cleaning up during the progress and for delivery.
  - f) Accidents
  - g) Delays
  - h) Particulars of payments.

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

24. The defect liability period of contract in terms of GO Ms No: 8, T(R&B) department dated: 8.1.2003 is twenty four months.
25. 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.
26. If there is any contradiction between APSS / MoRT&H and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
27. 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.
28. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractors bill.
- The contractor should quote his tender percentage keeping in view of the above aspects.
29. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
30. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
31. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the A.P. standard specifications and other conditions of specification of this contract.
32. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Officer 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.
33. 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.
34. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.

35. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
36. The payment of rates for supplement items of work will be regulated as under.

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

The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the 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.

**37. ENTRUSTMENT OF ADDITIONAL ITEMS.**

- a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits 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 GO Ms.No.1493 PWD, dated:25.10.1971 and as amended in Govt. Memo number 544 cod 72-22 dt:6.7.1973.
- c) Entrustment of either the additional 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.



**SCHEDULE – A**  
**BILL OF QUANTITIES**  
**(PART - I)**

<b>Name of Work :</b>	<u>Providing Temporary Toilets at Seethammavari Padalu Ghat &amp; Kesakandasala during Dasara Festival - 2018.</u>
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				<b>SEPARATE SHEET ENCLOSED</b>						

Name of work Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandanasala during Dasara Festival - 2018.

**Details of maximum amount reimbursable to the contractor**

**SCHEDULE - A**

**BILL OF QUANTITIES**

**Part-II**

**L.S. PROVISIONS MADE IN THE ABSTRACT ESTIMATE**

Sl.No.	DESCRIPTION OF ITEM	L.S. PROVISION MADE IN THE ABSTRACT ESTIMATE
1	<a href="#">GST@12%</a>	<b>159120.00</b>
2	<a href="#">CESS@1%</a>	<b>13260.00</b>
3		
4		

ii) AVAGAHANA SADASSULU : Nil

The tenderers are eligible for reimbursement of amounts towards conducting AVAGAHANA SADASSULU only not exceeding the amounts indicated above, for technical personnel etc., failing to comply with the above, reimbursement shall not be allowed.



## PRICE BID

Name of work      **Providing Temporary Toilets at Seethammavari Padalu Ghat & Kesakandasala during Dasara Festival - 2018.**

ESTIMATED CONTRACT VALUE (IN FIGURES & WORDS)    Rs. 13,26,000.00 /-

**(Rupees Thirteen Lakhs Twenty Six Thousand Only)**

I Sri / Smt./ M/s. .... do hereby express my / our 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**

b. at estimate value.

SIGNATURE, NAME OF THE TENDERER / AUTHORISED SIGNATORY

S.No.	Estimate Quantity (only Figures)	Item Detailed Specification Description	Work Type eg. Earth Work, Electrical works.. Etc ( upto 200 Characters)	Item Short Description (upto 100 Characters)	APSS / Number	Rate (INR) ( Upto 2 Decimals )	UOM ( upto 50 Characters)	Amount (INR) ( Upto 2 Decimals )
1		Construction of temporary toilets on hire basis. The compartments shall be made of fibre/ sunglass and Roofing with fiber of suitable size as per standards W.C pan with foot rests. Water tap, lighting and ventilating provision shall be made compartments shall have septic tank/ Bio digestion facility. Water supply arrangements with sufficient storage capacity shall be made. Attendants shall be providing round the clock minting the toilets. cleaning the toilets with disinfection solutions frequently shall be done at regular interval septic tank / Bio digest shall be cleaned as regular intervals shall be done and convey the night soil to suitable dumping place as directed by the departmental authorities including providing Napa slabs on the path ways as directed by the executive authority. The temporary toilets shall be maintained upto completion of Dussarah festival and it may be increased/decreased and can be Extended for the next few days as per the orders of the Departmental authorities with the same rental cost per day. After completion of the program the entire structure shall be removed from the site should be cleaned as it is. This rate includes cost and conveyance of all materials, labour charges, etc., complete and as directed by the Engineer incharge.	Construction of temporary toilets on hire basis. The compartments shall be made of fibre/ sunglass and Roofing with fiber of suitable size as per standards W.C pan with foot rests. Water tap, lighting and ventilating provision shall be made compartments shall have septic tank/ Bio digestion facility. Water supply arrangements with	Construction of temporary toilets on hire basis. The compartments shall be made of fibre/ sunglass and Roofing with fiber of suitable size as per standards W.C pan with foot rests. Water	As directed by Engineer in charge			
a	20	Seethammavari Padalu Ghat	Seethammavari Padalu Ghat	Seethammavari Padalu Ghat	As directed by Engineer in charge	2210/Day X 12 Days	No's	5,30,400.00
b	30	Kesakandanasala	Kesakandanasala	Kesakandanasala	As directed by Engineer in charge	2210/Day X 12 Days	No's	7,95,600.00
							Total	13,26,000.00