



# ANDHRA PRADESH STATE FINANCIAL CORPORATION

TELANGANA DIVISION

# 5-9-194, Chirag Ali Lane, Abids, Hyderabad-500001.

Cell No: 9866512502/12503 Ph:040-2320 1646/ 040 - 2320 2550, 2551

Tenders are invited for the work "Dismantling and replacement of existing 1 No of 8 Passengers lift with Glass door with premium specifications at APSFC, 5-9-194, Chirag Ali Lane, Abids, Hyderabad - 500 001" vide Tender ID: 481839 and Tender Notice No. SFC-03/2023-2024, Dt.18.10.2023 with Estimated Contract Value of Rs: 16.53 Lakhs (Excluding GST). Last date and time for receipt of Bids is **31.10.2023** up to 5.00 P.M.

**Note: For further details visit [esfc.telangana.gov.in](http://esfc.telangana.gov.in) [www.tsts.telangana.gov.in](http://www.tsts.telangana.gov.in)**

Station: Hyderabad

Date : 19.10.2023

Sd/-

DEPUTY GENERAL MANAGER (IDD)

8x3 Geetha ads Ramakrishna 9032242118 9440403689

**ANDHRA PRADESH STATE FINANCIAL CORPORATION: TELANGANA DIVISION**<sub>1</sub>**INFRASTRUCTURE DEVELOPMENT DEPARTMENT****NOTICE INVITING TENDERS (NIT)**

N I T. No: SFC-03, Dated: 18.10.2023

- 1) Tenders for the work mentioned below are invited from the Suppliers/ Manufacturers/ /Companies registered with Government of Telangana

a)	Name of the work	:	Dismantling and replacement of existing 1 No. of 8 passengers glass door lift with not exceeding the load of 544 Kgs at APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State (Lift With Premium Specifications)
b)	Estimate Contract value of work put to tender	:	<u>Rs. 16,52,543/-</u> (Excluding GST)
c)	Period of completion of work	:	3 Months
d)	Form of contract	:	LUMPSUM
e)	Class of contractor eligible.	:	Manufacturers for Kone / OTIS / Mitsubishi/ Schindler/ Johnson/ Hitachi/ Fujitech make lifts along with Firm Registration with experience in supply, installation and commissioning of lifts.
f)	E.M.D. to be paid in the shape of Online/DD/Challan/Bank Guarantee in favour of APSFC, obtained from Nationalized Bank / Scheduled commercial Bank, at 1% of the estimated contract value of work valid for a period of 3 months from the deadline date for submission of Tender schedule, along with bid documents.	:	<u>Rs.16,525/-</u>
g)	Date and time for down load of Tender Schedules Online	:	From 21.10.2023 from 10.00 A.M
h)	Last date and time for submission of required qualification Documents and Price Bid Online.	:	Dt: 31.10.2023 upto 5.00 P.M
i)	Date and time of opening of tenders	:	
	a) Technical Bids	:	Dt: 02.11.2023@ 3.00 P.M
	b) Price Bids	:	Dt: 04.11.2023@ 3.00 P.M

2)

- a) The bidders may contact the Deputy General Manager (IDD), Head Office, APSFC-TD, Hyderabad, for any information.
- b) The bidders need to register on the electronic procurement market place of Government of T.S., that is, [www.tender.telangana.gov.in](http://www.tender.telangana.gov.in) for obtaining digital signature certificate. **The bidders may contact TSTS Unit, HACA Bhavan, Nampally, Hyderabad. On registration of the eProcurement market place they will be provided with a user ID and password by the system, and only by using the same they can submit their tenders on line.**
- c) After registering on the eProcurement market place, bidders need to scan and upload the required documents as per the tender requirements.
- d) The bidders shall authenticate the tender with their digital certificate for submitting the tender electronically on eProcurement Platform and the tenders not authenticated by Digital certificate of the bidder will not be accepted on the eProcurement platform.
- e) The bidder shall mandatorily pay the transaction fee to M/S TSTS UNIT, HYDERABAD through the electronic payment Gateway.
- f) The bidders are advised not to wait till the last day of submission of tender to avoid uploading problem, if any, on the web site.

3)

- a) The bidders who are desirous of participating in eProcurement market place shall submit their technical bids, price bids etc., online, as prescribed in the NIT and tender documents, displayed at eProcurement market place. The bidders should upload the scanned copies of all the relevant and required certificates, documents etc., in the eProcurement market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility of the correctness/authenticity.
- b) All the bidders shall invariably upload the scanned copies of Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD in eProcurement system and this will be the primary requirement to consider the bid as responsive.
- c) The bidders shall furnish a declaration online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from cancelling of the Tender and forfeiting the EMD, criminal action will be initiated including suspension from business.
- d) If the tender inviting authority request the bidders for the submission of original of uploaded documents by written (written means communicated in writing and also

by e-mail, fax) demand in case of necessity during the technical bid evaluation, the same shall be produced by the bidders within specified period.

- e) The tenders will be opened online in eProcurement platform by the Deputy General Manager (IDD), Hyderabad or his nominee at his office on the date and time specified in the NIT. All the statements, documents, certificates, **Demand Draft/ Banker's cheque/ Bank Guarantee** etc., uploaded by the bidders will be downloaded for technical evaluation. The clarifications, particulars, if any, required from the bidders will be obtained by addressing the bidders. The technical bids will be evaluated against the specified parameters/ criteria; same as in the case of conventional tenders and the technically qualified bidders will be identified. *Clarification will be obtained in respect of uploaded documents only. No other document obtained / submitted will be taken into consideration in evaluation process.*
- f) **Competent Authority will carry out the technical bid evaluation solely based on the Uploaded Certificates / documents, Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD in the eProcurement System and open the Price bids of the responsive bidders.**
- g) Any objections by the participating bidders on the technical bid evaluation / disqualification made by the bid inviting authority shall be made within 10 days time from the date of opening of price bids and proper acknowledgement shall be obtained invariably. The representation / petition received after the specified time and date shall not be entertained. No representation /petition shall be entertained at any stage from other than participating bidders on invited Tender.
- h) The price-bids of such bidders, who are determined to have complied with the eligibility criteria i.e., qualified in the Technical Bid evaluation will only be opened by the Tender Inviting Authority Deputy General Manager (IDD), Hyderabad or his nominee at his office, on the date and time specified in the NIT.
- i) If the office happens to be closed due to any reason on the dates specified in the NIT, the respective activity will be performed at the designated time on the next working day without any notification.
- j) The tender inviting authority or an officer designated by him will notify the successful bidder and inform by Email/ Under certificate of posting at the address indicated in the tender for submission of original hard copies of all Uploaded documents, Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD prior to entering into Agreement within a stipulated time period.
- k) The successful bidder shall invariably furnish the original receipt of Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD, certificates / documents of the uploaded scanned copies, to the Agreement concluding authority before entering into agreement either personally or through courier or post within the stipulated date and shall obtain the receipt of the same, which shall be the responsibility of the

successful bidder. The Department shall not take any responsibility for any delay in receipt of original Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD, certificates / documents from the successful bidder before the stipulated time. On receipt of documents, the Tender inviting authority shall ensure the verification of genuinity of the Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD and all other certificates / documents uploaded by the bidder in eProcurement system in support of the qualification criteria before concluding the agreement.

- l) If any successful bidder fails to submit the original hard copies of uploaded certificates / documents, Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on eProcurement platform for a period of **3 years**. The eProcurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the Tender Inviting Authority in the system. The information to this extent will be displayed in the e-procurement platform website.
- m) **Subsequent information in support of the documents specifically uploaded by the bidder shall be sought for submission before finalization of tender, which will be considered. Whereas the documents submitted by the bidders in the form of hard copy of the documents which are not uploaded shall not be considered for technical bid evaluation.**
- 4) **Any other details can be had from the Office of the Deputy General Manager (IDD), Mobile No. 9866512520/23, Phone No. 040-2320 1646/ 2550.**

**Note: If any discrepancy / conflict between NIT online and tender document, the tender document is final.**

## **INSTRUCTIONS TO BIDDERS**

### **A – GENERAL**

**Name of work:** Dismantling and replacement of existing 1 No of 8 passenger glass door lift in APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State (Lift With Premium Specifications)

**Scope of work:** Dismantling and installation of 8 passengers glass door lift of 1 No.

**Give brief description and location of work:** -- APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State.

List out Principal Components of this work.		
<b>A</b>	E C V put to tender.	<b>Rs.16,52,543/-</b> (Excluding GST)
<b>B</b>	Give breakup of cost of major items covered in the ECV	
	Supply, Installation & commissioning of 1No. of lifts	Rs.16.53 Lakhs
<b>C</b>	Period of completion of Work.	<b>3 (Three Months)</b>
<b>D</b>	S O R adopted.	<b>2022-2023</b>
<b>E</b>	Rate adopted for Cement.	NA
	Rate adopted for Steel	-
	Other items if any	
<b>F</b>	Details of provisions included in the Estimate put to tender	
	NAC	<b>0.1% / as applicable from time to time</b>
	Labour cess	<b>1% as applicable</b>
	Contractor profit & Over Head Charges.	As per the estimate
	Seigniorage charges.	As per the estimate
	DMFT	As per the estimate
	SMET	As per the estimate
	GST	18% as applicable
	Other area allowances (Agency, Municipal area, and Industrial area) <b>if any.</b>	Municipal allowance <b>40%</b> extra over the rates on labour component of works

**CONTD....**

1. The, Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad invites tenders for the above work vide N I T. No: --:SFC-03/2023-24, Dated: 18.10.2023. Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad or his nominee at his office will open the tenders of the above work Online, on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published Online through Corrigendum.

## 2. Bidders Eligible to Tender:

### 2.1 The bidders who

- (a) Manufacturers for Kone/OTIS /Mitsubishi/ Schindler/ Johnson/ Hitachi/ Fujitec and other reputed make lifts along with Firm Registration with experience in supply, installation and commissioning of lifts.
- (b) Satisfactorily completed as a prime contractor or as a sub-contract in similar nature of works of value not less than Rs.16.53 lakhs in any one financial year during last ten years.
- (c) To furnish copy of PAN card.
- (d) Copy of latest income tax returns to be submitted.
- (e) Submission of GST Registration certificate and latest GST returns certificate of Government of Telangana/ other states, GoI. GST returns shall be for the preceding quarter i.e., three (3) months before the month of tendering.
- (f) Proof of liquid assets as per Annexure – I (A) of value not less than **Rs.8.26 Lakhs**.
- (g) The tenderers shall be required to furnish **Checklist and declaration in online** stating that the soft copies uploaded by them are genuine. Any incorrectness deviations noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, Criminal action will be initiated including suspension of business.
- (h) Annual turnover certificate issued by Executive Authority or certified by CA along with Saral form and (i.e., the combined total profit and loss put together in the last Ten Financial Years should be in profit.)

### CERTIFICATES IN SUPPORT OF EXISTING COMMITMENTS

- (i) Are not blacklisted or debarred by the Government of Telangana and any other Governments (State & Central) in India (or) suspended from the business by the Registering Authority for whatever the reason, prohibiting them not to continue in the contracting business.
- (j) Have complied with the eligibility criteria and other conditions specified in the NIT and tender document **are only eligible to participate in the tender**.
- (k) The bidder should be cumulatively net profit making during the last Ten Financial Years.

## 2.2 Bidders Ineligible to Tender:

- i) The Bidder / Firms who have applied for / availed Corporate Debt Restructuring (CDR) / Strategic Debt Restructuring (SDR) during last five (5) financial years and continuing to be under the same as on the date of tendering are not eligible to participate in the Bid.
- ii) In this regard, a certificate issued by the Statutory Auditor stating that the Bidder / Firms has not applied for/ availed the Corporate Debt Restructuring (CDR) / Strategic Debt Restructuring (SDR) in the last five (5) financial years, shall be uploaded by the Bidder. The certificate issued by the Statutory Auditor shall be in the current financial year.
- iii) A retired employee of the Govt. of Telangana / erstwhile Govt. of AP or Govt. of India or any other State Government/PSUs is disqualified from tendering for a period of two years from the date of retirement except with the prior permission of the Government concerned.
- iv) The Bidder who has employed any retired employee as mentioned above shall be considered as an ineligible bidder.
- v) The contractor himself or any of his employees is found to be an officer who retired from Government Service/PSUs and had not obtained permission from the Government concerned for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- vi) 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/Corporation concerned as aforesaid before submission of the tender or engagement in the Contractor's service.
- vii) The Contractor may intimate the names of persons who are working with him in any capacity or are subsequently employed. He may also furnish a list of Gazetted / Non-Gazetted, State Government/ any other states, GoI Employees/Corporation employees related to him.
- viii) **Note: Near relatives include**
  - 1. Sons, stepsons, daughters, and stepdaughters.
  - 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 BIDDERS

**3.1** The Bidder shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats. Failure to comply with the condition, the bid shall be considered incomplete and summarily rejected.

- a) Check slip to accompany the tender (in Annexure-I).
- b) Attested copies of documents relating to the Registration of the firm / company, Partnership deed / Articles of Association.

**Note:** The Partnership firms, which are registered as Contractors shall intimate the change in partners if any, 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. It is the responsibility of the bidders to upload the proof of intimation of change of partners if any to the Registering authority within one month of such change along with the tender. The acceptance by the Registration authority if any may also be uploaded.

- c) Details of value of all Engineering works works executed in the last **10** financial years (**i.e. from 2011-2012- to 2022-23**) by the Bidder in Statement-I with supporting certificates.
- d) Details of existing commitments of the bidder i.e., works on hand in Statement-IV-(A) with Supporting Certificates and also details of tenders **Participated**/submitted in Statement –IV(B)
- e) Availability of key personnel with the bidder for administration/ site management & execution (statement-VI)
- f) Information regarding any litigation, with the Corporation/ Government of Telangana or any other state, GoI, during the last five years, in which the Bidder is involved in (Statement-VII).
- g) Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources].
- h) Aadhar Card
- i) **The bidders shall furnish a declaration online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed would be viewed seriously and apart from cancelling of the tender and forfeiting EMD, criminal action would be initiated including suspension of business.**

### 3.2 QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.

A) To qualify for opening the Price Bid each bidder in its name, should have, during the last ten financial years including the current financial year in which tenders are invited(i.e. from **2011-2012- to 2022-23**) (specify the financial years; those immediately **preceding** the financial year in which the tenders are invited).

a) Satisfactorily completed as a prime contractor or as a sub contractor in similar works of value not less than Rs. 16.53 Lakhs in any financial year during last ten financial years

b) Executed the following physical quantities in any one financial year during the last ten financial years. (Usually 50% of the expected peak quantities of construction per year).

S. No	Principal Items of Work	Minimum Required quantity

**For the period of work up to 6 months, Qualification Criteria for 3.2 A shall be taken as half year and for more than 6 months and up to one year.**

Note: - for the Tender Inviting Authority:

1. Only items which have 25% or more weightage shall be mentioned except in case of specialized items. In case of specialised items, the Tender document approving authority shall invariably justify the same. Generic item quantities can be clubbed.

2. The qualification criteria @ 3.2 A will not be applicable for civil category works costing Rs. 10.00 crores and below.

3. In case the current financial year is claimed by the bidder, the last 10 ten financial years would be including the current financial year otherwise the last 10 ten financial years would be excluding the current financial year.

4. The Tender Inviting Authority shall obtain prior approval from respective HODs regarding specific requirements of Qualification Criteria to carry out such identified works. The approvals accorded by HODs on specific requirements of qualification criteria shall be limited to such identified works only and not to be generalized.

B) **Net Liquid assets / credit facilities** of not less than **Rs. 8.26 Lakhs** excluding the existing commitments obtained from **Nationalized / Scheduled Commercial** Banks shall be equivalent to three (3) months estimated average cash flow in peak construction period in the form of Annexure –I(B) shall be furnished.

C) For works costing less than Rs. 2.00 Crores, the solvency certificate in the form of Annexure 1(A) OR the Solvency certificate being issued by the banks in their own proforma OR the Net worth certificate issued by Chartered Accountant shall be furnished

- D) Contractor Registration certificate of appropriate class in Government of Telangana, the State Governments/ Public Sectors/ Government undertaking (s) throughout the country are eligible to tender.
- E) Necessary **Demand Draft/ Banker's cheque/ Bank Guarantee** towards E.M.D. in favour of Andhra Pradesh State Financial Corporation, Hyderabad as per tender documents.
- F) Transaction fee at 0.03% of ECV+ 18% GST as applicable on 0.03% of ECV through the electronic payment Gateway subject to ceilings mentioned in clause 12.6.

**G) Bid capacity**

The bidders who meet the above qualification criteria and whose available bid capacity is more or equal to 50% of the estimated contract value will only be qualified for opening of Price bid. The available bid capacity will be calculated as under:

**Available Bid Capacity:  $(3 * A * N - B)$**

Where,

A = Maximum value of all Engineering works executed / in progress in its name in any one financial year during the last ten financial years (updated to current Price level) taking into account the works completed as well as works in progress.

Attach certificate(s) issued by the Deputy General Manager(s) concerned and counter signed by Joint Managing Director(s) or Equivalent Rank officer(s) showing work wise / year wise value of work done in respect of all the works executed / in progress by the bidder during last ten financial years as per statement-I.

**OR**

Certificate obtained from "Statutory Auditor" indicating details of financial year wise Contracts of all Engineering works executed, supported with Profit & Loss Account statement". Submission of past financial year wise IT Returns is provisional, But, submission of latest IT Returns by the Bidder is mandatory.

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

**[Period upto 6 months to be taken as half year and more than 6 months upto one year as one year]**

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

Annual turnover of the bidder based on all Engineering works executed and also the balance value of works on hand etc., shall be updated by giving weightage of 10% per year to bring them to current price level.

**Note:**

- a) Sub-contractor's experience, in his name will be taken in to account in determining the Bidder's compliance to the Qualification criteria, duly certified by the Deputy General Manager and countersigned by Joint Managing Director.
- b) In case of Joint venture works, the experience gained to the extent of the bidder's share shall be taken in to account in determining the bidder's compliance with the qualification criteria.
- c) The experience gained by the bidders by execution of private works & foreign works shall not be considered in determining the bidder's compliance to the qualification criteria.

If the prime contractor desires to sub-let a part of the work he should submit the same at the time of filing tenders or during execution, giving the name of the proposed Sub-Contractor, along with details of the qualification and experience. The Tender Approving Authority will verify the experience of the proposed 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 45% 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. No qualification criteria shall be considered for Sub-letting the works up to Rs 50.00 crore for the works costing more than Rs 100.00 crore for supporting local entrepreneurs verified with Aadhar Card. However, for the works costing up to Rs 100.00 crore, Sub-letting of works without qualification criteria shall be limited to Rs 10.00 crore only. The Principal contractor/JV is responsible for the required Technical competency/expertise in executing the sub-letting works.

The above sub-letting of works costing up to Rs 50.00 crore/ 10.00 crore shall be permitted considering the annual turnover based on the certificate issued by the Statutory auditor as well as the Income Tax returns filed in the corresponding year and based on the valid Contractor Registration in the respective class and categories mentioned in the NIT.

If the part of work is to be sublet during execution, i.e., within the agreement period or beyond the agreement period (EOT), the sub contractor shall satisfy the qualification criteria proportionate to proposed value of subletting according to the qualification prescribed in the tender document only.

**H) 1) Each bidder should demonstrate:**

Not applicable

**2) Quality control laboratory.**

Not applicable

### 3.3 Availability of the Key personnel

S.No.	Key personnel	Nos. required
1	Graduate Engineer ( Mech)	2

**No payment shall be made by the Government as it is a part of the rate structure.**

The bidders shall also upload the consent letters of the technical personnel to work with the bidder during execution of the work along with qualification certificates of the proposed technical personnel. Failing to comply with the above, the bidder lose the opportunity of engaging the technical personnel and penalty shall be imposed at the rate of three (3) times the respective SoR Rate towards engaging technical personnel by the Deputy General Manager (IDD) and the same shall be recovered from the work bills. The above penalty does not absolve the Contractor's responsibility towards technical supervision on the works.

### 3.4 The bidder shall submit the copies of documents of: -

- i) GST Registration certificate and latest GST returns certificate of Government of Telangana/ Other States, GoI. GST returns shall be for the preceding quarter i.e., three (3) months before the month of tendering.
- ii) PAN Card and copy of latest IT returns.

**3.5** Even though the bidders meet the above qualifying criteria, the bidder will be disqualified duly forfeiting the EMD and also they will be suspended / blacklisted, if they have

- a. Furnished false / fabricated particulars in the forms / statements / annexures submitted in proof of the qualification requirements and/or
- b. Not turned up for entering into agreement, when called upon, and / or
- c. 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
- d. been found, while execution of the work, that, the work was awarded to the Contractor based on false / fake certificates of experience/ forms/ Statements/ annexure submitted in proof of the qualification requirement, the Contractor will be blacklisted and work will be taken over invoking clause 61 of PS to TSS.

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

**3.7 For tenders up to 10% less than the estimated contract value of work, no additional security deposit is required. But for tenders less by more than 10% of the estimated Contract Value of work, the difference between the tendered amount and**

**90% of the estimated contract value in shape of Bank Guarantee/Demand Draft shall be collected from the successful Bidder before concluding the agreement.**

#### **4. ONE TENDER PER BIDDER:**

**4.1** Each bidder shall submit only one Tender for the work. A Bidder who submits more than one Tender **either in the form of individual or a partner in the firm/JV** will cause dis-qualification of all the Tenders submitted by the Bidder.

#### **5. COST OF TENDERING**

**5.1** The bidder 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 Bidder, at the Bidder'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 Bidder's own expense.

### **B. TENDER DOCUMENT**

#### **7. CONTENTS OF TENDER DOCUMENT.**

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

##### **Technical bid**

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

##### **Price bid**

- 1) Bill of Quantities and Price bid.

#### **8. CLARIFICATION ON TENDER DOCUMENTS**

**8.1** A prospective bidder 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 sought for clarification, either received through post **or in person, should be before 31.10.2023.**

## **9. AMENDMENT TO TENDER DOCUMENTS**

- 9.1** Before the last date for submission of Tenders, the Tender Inviting Authority 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 Authority shall be part of the Tender Document and it shall be notified in online through corrigendum.
- 9.3** To give prospective Bidders reasonable time to take an Addendum / Amendment into account in preparing their tenders, the Tender Inviting Authority invariably extend, the last date for submission of tenders by providing a minimum period of **4 days** between date of publication of such Addendum / Amendment and the last date for submission of tenders.
- 9.4** It is the responsibility of the bidders to take notice of such Addendums / Amendments till the last date / time stipulated for submission of tenders. No plea of the bidders, who fail to take note of such Addendums / Amendments, will be entertained.

## **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.**

- 1 After registering on the eProcurement market place, bidders need to scan and upload the required documents as per the tender requirements.
- 2 The Bidders shall authenticate the tender with their digital certificate for submitting the tender electronically on **eProcurement** Platform and the tenders not authenticated by Digital certificate of the bidder will not be accepted on the eProcurement platform.
- 3 The bidder shall mandatorily pay the transaction fee to M/s. TSTS, TELANGANA UNIT, HYDERABAD through the electronic payment Gateway.

#### **11.1**

- i. The bidders who are desirous of participating in eProcurement market place shall submit their technical bids, price bids etc., online in the standard format prescribed in the NIT and tender documents as displayed at eProcurement market place. The bidders should upload the scanned copies of all the relevant and required certificates, documents etc., in the eProcurement market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness /authenticity.

- ii. All the bidders shall invariably upload the scanned copies of Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD in eProcurement system and this shall be the primary requirement for Technical bid evaluation.
- iii. The bidder 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 from business.
- iv. The successful bidder shall invariably furnish the original receipt of Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD, certificates / documents of the uploaded scanned copies, to the Agreement concluding authority before entering into agreement either personally or through courier or post within the stipulated date and shall obtain the receipt of the same, which shall be the responsibility of the successful bidder. The Department shall not take any responsibility for any delay in receipt of original Demand Draft/ Banker's Cheque/ Bank Guarantee towards EMD, certificates / documents from the successful bidder before the stipulated time. On receipt of documents, the Tender Inviting Authority shall ensure the verification of genuineness of the Demand Draft/ Banker's Cheque/ Bank Guarantee towards EMD and all other certificates / documents uploaded by the bidder in eProcurement system in support of the qualification criteria before concluding the agreement.
- v. The tenders will be opened online in eProcurement platform by the Tender Inviting Authority Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad or his nominee at his office on the date and time specified in the NIT. All the statements, documents, certificates, Demand Draft/ Banker's cheque/ Bank Guarantee etc., uploaded by the bidders will be downloaded for technical bid evaluation. The clarifications, particulars if any required from the bidders will be obtained by addressing the bidders. The technical bids will be evaluated as per the specified parameters/ criteria will be determined.
- vi. The Department shall carry out the technical bid evaluation solely based on the Uploaded Certificates / documents, Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD in the eProcurement System. The result of technical bid evaluation will be displayed on the eProcurement market place, for the benefit by all the bidders participated in the tenders.
- vii. The price-bids of such bidders, who are determined to have complied with the eligibility criteria, i.e., qualified in Technical bid evaluation will only be opened by the Tender Inviting Authority Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad or his nominee at his office, on the date and time specified in the NIT, or any other date postponed and notified in the eProcurement platform.
- viii. If the office happens to be closed on the dates specified in the NIT, the respective activity will be performed at the designated time on the next working day without any notification.



- ix. If any successful bidder fails to attend the office of the agreement concluding authority on or before the time specified will be suspended from participating in the tenders on eProcurement platform for a period of 3 years besides forfeiting the EMD. The eProcurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system.
- x. Any other details can be had from the Office of the Tender Inviting Authority Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad.

## **12. BID OFFER:**

- 12.1** Bill of Quantities or 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 Joint Managing Director, APSFC, TD 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 towards reimbursable items as part–II. The percentage quoted by the bidder shall be applicable only to part –I. However, the provisions contained in the part – II will be operable based on the conditions provided in the Tender Document. The bidders 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 bidder should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as a overall tender percentage.
- 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 bidder 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 tender offer shall be for the whole work and not for individual items / part of the work.
- 12.4** i) (a) GST, NAC, Labour cess and Seigniorage Charges including DMF & SMET on Seigniorage Charges will be recovered and reimbursed as specified under Part-II of Schedule A.
- (b) The variation in GST rate, NAC, Labour cess and Seigniorage Charges etc., including repeal or imposition of any other Statutory Taxes/Cess/levies as enforced by the Government from time to time during currency of Contract as

applicable on the output of Works Contract shall be adjusted on either side, i.e., any decrease in rate shall be debited from work bills and credited to the Dept/Government and any increase in rate shall be paid by the Contractor to the concerned Department on demand and it will be reimbursed to him by the Deputy General Manager (IDD) after satisfying that it has been actually and genuinely paid by the Contractor.

ii) All other duties, taxes and other levies payable by the contractor as per State / Central Government rules in vogue as on the last date of submission of price bid are deemed to have been included in the tender percentage quoted by the bidder.

iii) Seigniorage Charges: The Seigniorage charges shall be recovered from the bills of the contractor on the work done and measured quantities at the rates prescribed in G.O.Ms.No.67 (INDUSTRIES AND COMMERCE (M.I) DEPARTMENT) Dated: 26.09.2015 and same shall be reimbursed. The rates are liable to be revised and amended from time to time by the Government of Telangana. In case of revision, the revised rates as fixed by the Government of Telangana have to be adopted. The difference of the Seigniorage Charges adopted in the estimate and the revised rates amended from time to time by the State Government will be reimbursed to the Contractor.

**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 TSTS, HYDERABAD.**

i) Charges payable by all the participating Bidders.

The participating bidders will pay transaction fee @ 0.03% of ECV (Rs. 16,52,543/-) + 18 % GST as applicable on 0.03% of ECV of Rs: **585/-** (The ceiling amount of Transaction fee for works costing ECV upto Rs 50.00 Crores is Rs 10,000.00 + 18 % GST as applicable on Rs.10,000/- and for works costing with ECV above Rs 50.00 Crores, the ceiling amount of transaction fee is Rs 25,000.00 + 18 % GST as applicable on Rs.25,000/-).

All the participating bidders shall electronically pay the transaction fee to the Service provider through Payment Gateway service on eProcurement platform. Payment of transaction fee by the participating bidders through the Electronic Payment Gateway is made mandatory for tenders.

GST as levied by the GOI on transaction fee; electronic payment gateway charges are to be borne by the bidders.

### Charges Payable to M/s. TSTS, HYDERABAD

The Successful bidder will pay further fee @ 0.04% of ECV (Estimated contract value i.e. Rs. 16,52,543/-) of **Rs: 661/-** payable to the Managing Director, TSTS, **Telangana Unit, Hyderabad** to create an eProcurement fund to be administered by TSTS (The ceiling amount of the above fee for works costing ECV upto Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above Rs 50.00 Crores is Rs 25,000.00).

- xi.** The above fee is payable by the successful bidder through a D.D. drawn in favour of Managing Director, TSTS, **Telangana Unit, Hyderabad** at the time of conclusion of the agreement. The said DD shall be sent to Managing Director, TSTS by the Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad who is entering in to agreement with the successful bidder.

### Validity of Tenders:

- 12.7** Tenders shall remain valid for a period of not less than 90 days from the last date of receipt of Tenders.
- 12.8** During the above-mentioned period no plea by the bidder to withdraw the tender or for any sort of modification of the tender based upon or arising out of any alleged misunderstanding or misconceptions or mistake or for any other reason, will be entertained. If the bidders withdraw their tender during validity period prior to award of the work, the bidder will be blacklisted duly forfeiting the EMD.
- 12.9** In exceptional circumstances, prior to expiry of the original validity period, the Tender Inviting Officer may request the bidders to extend the period of validity of the tender for a specified additional period. Such request to the Bidders shall be made in writing. A bidder may accept or refuse the request without forfeiting the E.M.D. A bidder 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 of validity of the tender.

## **13. EARNEST MONEY DEPOSIT**

All the bidders shall invariably upload the scanned copies of Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD as indicated in the NIT along with the tender in eProcurement system and this will be the primary requirement to consider the tender for technical bid evaluation.

- 13.1** (i)The Demand Draft/ Banker's Cheque/ Bank Guarantee shall be from a Nationalized Bank / Scheduled Commercial Bank valid for a period of 3 Months from the date of issue of tender notice. However, in exceptional circumstances, on request of the Tender Inviting Authority, the validity of Demand Draft/Bank Guarantee shall be extended up to 90 days from its original validity (Demand Draft/Bank Guarantee). The original receipt of Demand

Draft/ Banker's cheque/ Bank Guarantee towards EMD is to be scanned and uploaded along with bid. Further, the 1% E.M.D. paid by the successful Bidder at the time of submission of hard copies of Tender documents in the shape of Demand Draft/ Banker's Cheque/ Bank Guarantee will be discharged if the bidder furnishes Bank Guarantee for the full EMD of 2.50% at the time of concluding agreement.

- (ii) For all categories of works costing (ECV) Rs 50.00 lakh and below, the EMD shall be furnished by the bidder in the shape of DD only

### **13.2 This EMD can be in the form of:**

- a) Demand Draft/ Banker's cheque/ Bank Guarantee on any Nationalized bank / Scheduled Commercial Bank.
- b) A bank guarantee in the form given in Section 8, from a Nationalized Bank / Scheduled Commercial Bank.

**13.3** The earnest money deposited by the successful Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The E.M.D. given in the form of **Bank Guarantee** on a Nationalized Bank/Scheduled Commercial Bank shall be valid for the duration of contract period plus defect liability period of two years for Civil works and five years for Electro-Mechanical works and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period.

### **13.4 The E.M.D. shall be forfeited.**

- (a) If the Bidder withdraws the Tender during the validity period of Tender.
- (b) In the case of a successful bidder, if he fails to sign the Agreement within the stipulated time for whatever the reason.

**13.5** In case of the Deputy General Manager (IDD) of Tenders undertake to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest money deposited by the Bidder will be forfeited in the event of such Bidder either modifying or withdrawing his tender within the said validity period of 3 Months.

## **14. SIGNING OF TENDERS.**

**14.1** If an individual makes the tender, it shall be signed by him with his full name and his address. 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 and furnish his own name, and address of each member of the firm. 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.**

**14.2** 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 Bidder, in which case all such corrections shall be initiated by the person signing the Tender.

**14.3** No alteration which is made by the Bidder 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.**

#### **15. SUBMISSION OF TENDERS:**

**15.1** The bidders who participate in tenders online, shall submit the following invariably failure to comply with the condition the bid shall be considered incomplete and rejected.

**(a)** Check slip

Manufacturers for Kone / OTIS / Mitsubishi/ Schindler/Johnson/ Hitachi/ Fujitec and other reputed suppliers make lifts along with Firm Registration with experience in supply, installation and commissioning of lifts.

**(b)**

(i) Satisfactorily completed as prime contractor or a sub-contractor in similar works of value not less than **Rs 16.53** lakhs in any one financial year during last ten financial years.

(ii) Copy of Demand Draft/ Banker's cheque/ Bank Guarantee towards EMD.

**(c)** The contractors shall furnish copy of permanent Account Number (PAN) Card and copy of Latest Income tax returns.

**(d)** GST Registration certificate and latest GST returns certificate of Government of Telangana/ Corporation/ Other States, GoI. GST returns shall be for the preceding quarter i.e., three (3) months before the month of tendering.

**(e)** Details of value of all Engineering works executed in the last 10 financial years (i.e. from 2011-2012 to 2022-2023) by the Bidder in Statement-I with supporting certificates.

**(f)** Details of existing commitments of the bidder i.e., works on hand in Statement-IV-A with Supporting Certificates and also details of tenders submitted in Statement – IV-(B).

- (g) Availability of key personal with the bidder.
- (h) Information regarding any litigation, with Government/PSUs during the last Ten years, in which the Bidder is involved in Statement-VII.
- (i) Availability of working capital for the work: Net Liquid assets / Credit facilities of not less than **Rs.8.26 Lakhs** excluding the existing commitments obtained from Nationalized / Scheduled Commercial Banks shall be equivalent to three (3) months estimated average cash flow in peak construction period in the form of Annexure –I(B). For works costing less than Rs. 2.00 Crores, the solvency certificate in the form of Annexure 1(A) may be furnished.
- (j) The tenderers shall be required to furnish **Checklist and declaration in online** stating that the soft copies uploaded by them are genuine. Any incorrectness / deviations noticed will be viewed seriously and apart from cancelling the work duly forfeiting the EMD, Criminal action will be initiated including suspension of business.

**16. Aadhar Card as per requirement in the tender document**

**17. LAST DATE / TIME FOR SUBMISSION OF THE TENDERS.**

**17.1** Tenders must be submitted not later than the date and time specified in NIT.

**17.2** The Tender Inviting Authority may modify the dates for bid documents downloaded date / end date / last date for submission of tenders / date of opening of Technical bid / Date of opening of Price bids by issuing an amendment in which case all rights and obligations of the Tender Inviting Authority will remain same.

**18. LATE TENDERS.**

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

**19. MODIFICATION TO THE TENDER.**

**19.1** No Tender shall be modified after the last date /time of submission of Tenders

**E TENDER OPENING AND EVALUATION**

**20. TENDER OPENING**

**20.1** The technical bid containing qualification requirements as per Annexure - I & II and Statement I to VII will be evaluated by the tender opening authority

## **21. CLARIFICATION ON THE TECHNICAL BID.**

- 21.1** The tender opening authority may call upon any Bidder for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the bidder. The clarification called for from the bidders shall be furnished within the stipulated period, which shall not be more than a week.
- 21.2** The Bidder if so desires, shall agree in writing to furnish the clarification called for within the stipulated period and if he fails to do so, evaluation of the bid will be made based on the information available.

## **22. EXAMINATION OF TECHNICAL BIDS AND DETERMINATION OF RESPONSIVENESS**

- 22.1** The Tender Opening Authority will evaluate the Technical bid and determines whether each Bidder is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified/ not qualified Bidder.
- 22.2** If the technical bid of a Bidder is not satisfying the eligibility criteria the Tender Opening Authority will reject it. However, the tender accepting authority detects any discrepancy in the evaluation of Tenders, the tender accepting authority while returning the tenders may direct the Deputy General Manager (IDD), Head Office, APSFC- TD, Hyderabad as the case may be, to re-evaluate and re-submit the tenders.

## **23. PRICE BID OPENING:**

- 23.1** The Price Bids of qualified Bidders who's technical Bids are found satisfying the eligibility criteria shall be opened on the date and time fixed.
- 23.2** The Price Bid of the Unqualified Bidders will not be opened.
- 23.3** Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy or non-adherence to Conditions the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Bidder. In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

## **24. EVALUATION AND COMPARISON OF PRICE BIDS**

- 24.1** The Tender Opening Authority will evaluate and compare the price bids of all the qualified Bidders.

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

**24.3** Selection of Bidder among the lowest & equally quoted bidders will be in the following order:

- a) The bidder whose bid capacity is higher will be selected.
- b) In case the bid capacity is also same the Bidder whose annual turnover is more will be preferred.
- c) If the criteria mentioned above incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record respectively will be considered for selection.

**25. DISCREPANCY IN TENDER PERCENTAGE QUOTED.**

**25.1** In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail.

**26. PROCESS TO BE CONFIDENTIAL.**

**26.1** Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the tender accepting authority has announced the award to the successful Bidder. Any effort by a Bidder to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

The percentages quoted by the bidders shall be kept confidential and it shall not be disclosed till his / their price bid is opened by the competent authority. Violation of such confidentiality the bid /bids will be rejected and such bidder will be debarred from participation in tenders for a period of '1' (one) year.

**26.2** No Bidder shall contact the Tender Inviting Authority or any authority concerned with finalization of tenders on any matter relating to tender from the time of the Tender opening to the time the Contract is awarded

**26.3** Before recommending / accepting the tender, the tender recommending / agreement concluding authority may verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience.

**26.4** Tenders will be finalized by the Joint Managing Director, Telangana Division, Hyderabad.



## **F. AWARD OF CONTRACT**

### **27. AWARD CRITERIA**

- 27.1** The Deputy General Manager (IDD) will recommend to the competent authority for award of the contract to the Bidder who is found technically qualified as per the Tender conditions and whose price bid is lowest.
- 27.2** 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 Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the reasons for such action.

### **28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT.**

- 28.1** The Bidder whose Tender has been accepted will be notified of the award of the work by the Deputy General Manager (IDD), prior to expiry 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 Corporation will pay to 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").
- 28.2** When a tender is accepted the concerned Bidder shall attend the office of the Deputy General Manager (IDD) concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Deputy General Manager (IDD), of acceptance of his tender, the bidder shall make payment of the balance E.M.D., by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized Bank/Scheduled Commercial Bank, with a validity period of Agreement period + Defect Liability period, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Deputy General Manager (IDD) office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money besides taking action as specified in Clause 28.3. The written agreement to be entered into between the contractor and the Corporation 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 authorized to enter into contract on behalf of the Corporation.
- 28.3** The successful Bidder has to sign an agreement within a stipulated time 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., without issuing any further notice and action will be initiated for black listing the bidder.

## 29. CORRUPT OR FRAUDULENT PRACTICES

- 29.1** The Corporation requires that the Bidder / suppliers / contractors under Corporation contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Corporation defines for the purpose of the provisions as follows.
- (a) “Corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Corporation official in procurement process or in contract execution: and
  - (b) “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 Corporation and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
  - (c) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
  - (d) 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/ Corporation Contract.
  - (e) Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.
- 30 The T.S.S.S as adopted for Telangana State shall form part of the contract. He shall also carefully study the drawing and additional specifications and all the documents which form part of the contract be entered into by the successful Bidder.
- 30.1) Bidders attention is directed to requirements of materials under the clause materials and “Workman ship” in the preliminary specifications. Material conforming to the Bureau of Indian Standards (BIS) only shall be used on the work and the Bidder shall quote his bid accordingly.
- 30.2) The Bidder has to do his own testing of materials and satisfy himself that they confirm to the specifications of respective B.I.S. codes before Bidding.
- 30.3) The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from source of his choice.
- 30.4) The contractor shall himself procure all materials required for the work well in advance.

## **QUALIFICATION INFORMATION**

### **Annexure –I**

#### **CHECKLIST TO ACOMPANY THE TENDER**

Sl.No	Description	Uploaded	Page No. (see Note below)
1	2	3	4
1a	Proof of Manufacturers for Kone / OTIS / Mitsubishi/ Schindler/Johnson/ Hitachi/ Fujitec make lifts along with Firm Registration with experience in supply, installation and commissioning of lifts	Yes / No	
b	Copy of Online transaction / Demand Draft/Bankers cheque / Bank Guarantee towards EMD	Yes / No	
2a	The bidders shall furnish their copy of permanent Account Number (PAN) Card	Yes / No	
b	Copy of latest income tax returns submitted along with proof of receipt.	Yes / No	
3	Submission of GST Registration Certificate of Government of Telangana & other state Governments, GoI. GST returns shall be for the preceding quarter i.e., 3 months before the month of tendering (or) GST clearance certificate	Yes / No	
4	Details of value of works executed in last 10 financial years by the bidder in Statement I with supporting certificates.	Yes / No	
5	Satisfactorily completed as a prime contractor or as a sub contractor, similar works of value not less than Rs.16.53 lakhs in any financial year during last ten financial years.	Yes / No	
6	Details of existing commitments of the bidder i.e., works on hand in Statement-IV-A with Supporting Certificates and also details of tenders submitted in Statement -IV-(B)	Yes / No	
7	Availability of key personal in statement VI	Yes / No	
8	Information regarding any litigation, with Government/ other State Governments, GoI/PSUs during the last five years, in which the Tenderer is involved in (Statement - VII)	Yes / No	
9	Proof of liquid assets as per Annexure –I(A)	Yes / No	
10	List of other certificates enclosed, if any.	Yes / No	
11	Declaration as per tender Document	Yes / No	

**Signature of the bidder**

**Notes:-**

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

**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 Corporation against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

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

**Signature of the Bidder**

**STATEMENT – I**

Details of value of all engineering works executed in each year during the last ten financial years by the Bidder.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Value in Rs.</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		
<b>9</b>		
<b>10</b>		

- a) Attach certificate(s) issued by the Executive Engineer (s) concerned and counter signed by Joint Managing Director (s) or Equivalent Rank officer (s) showing work wise / year wise value of work done in respect of all the works executed by the Bidder during last ten financial years.

**OR**

- b) Certificate obtained from "Statutory Auditor" indicating details of financial year wise Contracts of all engineering **works** executed, supported with Profit & Loss Account statement". Submission of past financial year wise IT Returns is provisional, But, submission of latest IT Returns by the Bidder is mandatory.

**Signature of the Bidder**

## **STATEMENT – II**

Details of similar works completed (not less than 90% of Physical contract value) in the Name of the Bidder during the last ten financial years. **(Not Applicable)**

Sl. No	Name of the work	Address of Tendering inviting Authority	Agreement No. & dated.	Value of Contract	Stipulated period of completion	Actual date of completion
1	2	3	4	5	6	7

Value of work done year wise during the last 'ten' financial years.										Total value of work done.
1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year	10 <sup>th</sup> Year	
8	9	10	11	12	13	14	15	16	17	18

Attach certificates issued by the Executive Engineer (s) concerned and countersigned by the Joint Managing Director (s) or Equivalent Rank officer (s)

**Signature of the Bidder**

**STATEMENT – III**

Physical quantities executed by the Bidder in the last ten financial years. [Work wise / year wise].

Sl. No.	Financial Year	Name of work	Agt. No	Quantities executed / Year wise.					Any other items.
1	2	3	4	5	6	7	8	9	10
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Attach certificates in support of the above quantities issued by the Executive Engineer(s) concerned and countersigned by the Joint Managing Director(s) or Equivalent Rank officer(s) duly showing the quantities executed year wise.

***The bidders participating in the bid for the work, costing upto Rs. 10 Crore need not submit this particulars /statement for local entrepreneurs.***

**Signature of the Bidder**

### **STATEMENT – IV**

#### **Details of Existing Commitments.**

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

#### **A) Existing Commitments on ongoing works:**

Sl.No	Name of work	Address of Tendering inviting Authority	Agt. No. & Date	Value of contract	Stipulated period of completion	Value of work done so far.	Balance Value of works to be completed	Anticipated date of completion	Updated value of balance work with current price level
1	2	3	4	5	6	7	8	9	10

Attach certificates issued by the Executive Engineer(s) concerned and countersigned by Joint Managing Director (s) or Equivalent Rank officer (s) indicating the balance work to be done, and likely period of completion or RA bills signed by EE's / payment made by PAO's / Presented to PAO's

The statement showing the value of existing commitments and ongoing works as well as the stipulated balance period of completion for each of the works listed should be issued by Government Department / undertaking not below the rank of Executive Engineer or equivalent rank and countersigned by the Joint Managing Director or equivalent rank. The statement to the above effect shall be enclosed to the Bidding Document and the Bidder shall furnish the particulars invariably in the same format failing which the tender shall be treated as incomplete and summarily rejected.

**Signature of the Bidder**

#### **B) Details of works for which Tenders are submitted / likely to be awarded**

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

In addition to the above, the bidder shall furnish an undertaking on Rs.100/- Non Judicial Stamp Paper as stated below:



I/We hereby declare that, the details of existing commitments including Tenders submitted/likely to be awarded furnished by me/us in the Bidding Document under Statement – IV (A) & (B) are true and any hiding /wrong information in the said statements will lead to my / our disqualification and liable for blacklisting / debarring from participating in tenders for a period of three (3) years.

**Signature of the Bidder**

**STATEMENT - V**

**Availability of Critical Equipment**

**Not applicable**

**STATEMENT – VI.**

**Availability of Key Personnel**

S.No.	Name of the Personnel	Qualification	Experience in years

**STATEMENT - VII**

Information on litigation history in which Bidder is the Petitioner.

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

**Signature of the Bidder**

## TENDER

Date: .....

To

The Deputy General Manager (IDD),  
APSFC, Abids, Hyderabad.

---

Sir,

**I / We do hereby tender and if this tender be accepted, undertake to execute the following work “Dismantling and replacement of existing 1 No of 8 passengers glass door lift in APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State**, as shown in the drawings and described in the specifications deposited in the office of the Deputy General Manager (IDD), APSFC (TD), Hyderabad with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum of Rupees..... or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment on lump-sum basis or by final measurement at unit rates”

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

I/WE have quoted Percentage excess or less or at par on E.C.V., in Schedule ‘A’ Part – I. In case of any discrepancy between the percentage excess or less or at par on E.C.V., the percentage quoted in words only shall prevail.

I/WE agreed to keep the offer in this tender valid for a period of Three months/ mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender, I/We have carefully followed the instructions in the tender notice and have read the T.S.S. and the preliminary specifications therein and the T.S.S. addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and amendments if any 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 Corporation based upon or arising out of any alleged misunderstanding or misconception /or mistake on my / our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions etc.

I / WE shall not assign the contract or sublet any portion of the same except the conditions in clause 5.1 of General conditions of contract. In case if it becomes necessary such subletting with the permission of the Deputy General Manager (IDD) shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work enjoined in T.S.S.

IF MY / OUR tender is not accepted the EMD shall be returned to me / us on application when intimation is sent to me/us of rejection or at the expiration of three (3) 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 Corporation as security for the due fulfillment of this contract. If upon written intimation to me/us by the Deputy General Manager'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 Deputy General Manager (IDD) 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 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 the Corporation 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 authorized to enter into contract on behalf of Corporation.

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

<b>Name</b>	<b>Qualification</b>

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

<b>Name of members of technical staff proposed to be employed</b>	<b>Qualification.</b>

I/ We declare that, I/We agree for recovery of the salaries of the technical staff actually engaged on the work by the Corporation at the rate of three (3) times the respective SoR rate from the work bills, if I/We fail to employ technical staff as per the tender conditions.

**BIDDERS / CONTRACTOR'S CERTIFICATE.**

- (1) I/WE hereby declare that I / We have perused in detail and examined closely the T.S 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 APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State.
- (2) I / WE certify that I / we have inspected the site of the work before quoting my / our Percentage excess or less or at par on ECV.
- (3) I / WE am/are prepared to furnish detailed data in support of all my quoted percentage, if and when called upon to do so without any reservations.
- (4) I / WE hereby declare that I / We will accept the recovery of further security deposit of 7 ½% from Running Account bills.
- (5) I / WE hereby declare that I am / we are accepting to reject my tender in terms of condition 3.80 of instructions to bidders.
- (6) I / WE hereby declare that I am / we are accepting for the defect liability period as prescribed.
- (7)
  - a) I/We declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted items for respective schedule 'A' items.
  - b) 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 / We abide by the condition to recover liquidated damages as per the tender conditions.
  - c) I/We declare that I/WE will abide for settlement of disputes as per the tender conditions.

**Signature of the Bidder**

**DECLARATION OF THE BIDDER.**

- 1) I/WE have not been black listed in any department in Telangana or in any State 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.
- 4) I/WE agree to disqualify and blacklist me/us, if it comes to the notice of tender inviting authorities that the documents submitted by me /us are not genuine.

Address of the Bidder:

Phone No.:

Fax No.:

**Signature of the Bidder**

## **A. GENERAL CONDITIONS OF CONTRACT**

### **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. Words have their normal meaning under the language of the contract unless specifically defined. The Deputy General Manager (IDD) 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. Deputy General Manager (IDD) Decisions:**

- 2.1 Except where otherwise specifically stated, the Deputy General Manager (IDD) will decide the contractual matters between the Corporation and the Contractor in the role representing the Corporation.

### **3. Delegation:**

- 3.1 The Deputy General Manager (IDD) 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 it is 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 45% 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. It is the responsibility of the main contractor to clear the liabilities if any that arise on the portion of the work executed by the sub contractor till the end of the defect liability period of the work.

## **6. Other Contractors:**

- 6.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Deputy General Manager (IDD).

## **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 Deputy General Manager (IDD). The Deputy General Manager (IDD) 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 The technical personnel should be on full time and available at each work site whenever required by Deputy General Manager (IDD) to take instructions.
- 7.3 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.
- 7.4 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.
- 7.5 If the contractor fails to employ technical personnel, during execution of work, such work will be suspended or department will have liberty to engage required technical personnel on the work and penalty shall be imposed at 3times the respective SoR towards engaging tech personal by Deputy General Manager (IDD) & the same shall be recovered from the work bill of the contractor and recover the cost (SSR x 3 times) thereof from the contractor.
- 7.6 If the Deputy General Manager (IDD) 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.

## 7.7 (a) Employment of Skilled/Semi skilled Workers

(i) The contractor shall, at all the stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particulars trade from WALAMTARI/ CPWD Training Institute/ Industrial Training Institute/National Institute of Construction Workers Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than the percentage of total skilled/semiskilled workers required in each trade at any stage of work as given in the following table.

Value of work (Rs in crore)	Percentage of total Skilled/Semi skilled workers	Skilled manpower engaged shall not be less than 40% of specified total percentages of Skilled and Semi skilled workers. However, in any case, the engaged Skilled and Semi skilled manpower shall not be less than Standard data for respective item of work
Up to 10 crore	25%	
10 to 50 crore	30%	
Above 50 crore	40%	

(ii) The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized institute to Deputy General Manager (IDD) for approval. Not with standing such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Deputy General Manager (IDD). Failure on the part of contractor to obtain approval of Deputy General Manager (IDD) or failure to deploy qualified tradesmen will attract a penalty to be paid by contractor at the rate of Rs.100/- per such unqualified tradesmen per day. Decision of Deputy General Manager (IDD) as to whether particular tradesmen possess requisite skill and the amount of compensation in case of default shall be final and binding on both the parties.

## 8. (b) Contractor's Risks:

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

## 9. Insurance:

9.1 **Workmen Compensation:** It shall be the contractor's sole responsibility to protect the public and all his employees (Skilled, Semi-skilled and Unskilled) against accident from a cause and he shall indemnify the government against any claim for damages or injury to person or property, resulting, from any such accidents and shall where the provision of the workmen's compensation Act apply,



take steps to properly insure against any claims there under at his own cost and the bidder shall obtain appropriate insurance policy towards this.

Appropriate Insurance policy shall be submitted to Deputy General Manager (IDD) within 1st RA bill or within one week from the date of Agreement whichever is earlier.

**10. Site Inspections:**

- 10.1 The contractor should inspect the site and quote his percentage.

**11. Contractor to Construct the Works:**

- 11.1 The Contractor shall install and Commission the lift in accordance with the specifications and Drawings.

**12. Diversion / Vagus**

**13. Power Supply.**

- 13.1 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.

- 13.2 The power shall be used for bonafide Departmental work only.

**14. Temporary Diversions (Works on Highways)**

**15. Ramps**

**16. The works to be Completed by the Intended Completion Date:**

- 16.1 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 Deputy General Manager (IDD), and complete the work by the Intended Completion Date.

**17. Safety:**

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

**18. Discoveries:**

- 18.1 Anything of historical or other interest or of significant value discovered on the Site is the property of the Government. The Contractor is to notify the Deputy General Manager (IDD) of such discoveries and carry out the Deputy General Manager (IDD) instructions for dealing with them.

**19. Possession of the Site.**

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

**20. Access to the Site:**

- 20.1 The Contractor shall provide the Deputy General Manager (IDD) and any person authorized by the Deputy General Manager (IDD), 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.

**21. Instructions:**

- 21.1 The Contractor shall carry out all instructions of the Deputy General Manager (IDD) and comply with all the applicable local laws where the Site is located.

**22. Settlement of disputes:**

- 22.1 If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Deputy General Manager (IDD) 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 Deputy General Manager (IDD) the Contractor shall promptly proceed without delay to comply with such notice of decision.
- 22.2 If the Deputy General Manager (IDD) 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 Deputy General Manager (IDD), the Contractor may within thirty days after receiving the notice of decision, appeal to the agreement concluding authority who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the agreement concluding authority 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 agreement concluding authority 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 agreement concluding authority 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 agreement concluding authority fail to give notice of his decision, as aforesaid within a period of thirty days after being requested, 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:**

Except as otherwise provided in the contract, any disputes and differences arising out of or relating to the contract shall be referred to adjudication as follows:

**i) Settlement of all claims up to Rs.40,00,000/- in value and below : by way of Arbitration to be referred as follows :**

The Government has permitted settlement of disputes up to Rs.40,00,000/- by way of arbitration in Govt. contracts by the International Centre for Alternative Dispute Resolution (ICADR), Regional Centre, Hyderabad as per G.O.Rt.No.597, Dt.31.10.2018 of Law (B) Dept., U.O.Note No.1235/6/B/2017, Dt.05.01.2019 of Law (B) Dept., & Govt. Memo No.10321/ARB/2018, Dt.03.12.2018 of I&CAD (ARB) Dept., and as amended from time to time. The arbitrator shall invariably give reasons in the award.

**ii) Settlement of all claims above Rs.40,00,000/- in value :**

- B. All claims above Rs.40,00,000/- in value shall be decided by the Civil Court of competent jurisdiction by way of a civil suit and not by arbitration.
- C. The contractor shall make a reference for adjudication under these clauses within six Months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

## B TIME FOR COMPLETION

### 23. Program:

- 23.1 The total period of completion is **Three (3) Months** from the date of entering with agreement including Monsoon period. Keeping in view, the schedule for handing over of site of work should be programmed such as to achieve the milestones as in “Rate of progress statement” enclosed.
- 23.2 The attention of the Bidder is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Corporations Certificate for the value of work done and completion of milestones will be required. Date of handing over of site and commencement of their programme will be the date of concluding agreement.
- 23.3 After signing the agreement, the contractor shall forthwith begin the work, and shall regularly and continuously proceed with them.

### 23.4 Rate of progress:

#### i) Work programme of achieving the milestones

Mile Stone No.	Period / Number of Days	Description of item	Financial in Rs.
1	3 Months	Dismantling and replacement of existing 1 No of 8 passengers glass door lift in APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State, Lift With Premium Specifications.	16,52,543/-
<b>Total in Rs.</b>			<b>16,52,543/-</b>

- 23.5 The contractor shall commence the works on site within the period specified under condition above after the receipt by him of a written order to this effect from the Deputy General Manager (IDD) and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Deputy General Manager (IDD), or be wholly beyond the contractor’s control.
- 23.6 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Deputy General Manager (IDD) will, with his 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 and 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 Deputy General Manager (IDD), may 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 Deputy General Manager (IDD) to give possession in accordance with the terms of this clause, the Deputy General Manager (IDD)/ Competent Authority shall grant reasonable extension of time for the completion of works.

23.7 The contractor shall bear all costs and charges for special or temporary way required by him in connection with access to the site.

23.8 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract.

**23.9 Delays and extension of time:**

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Deputy General Manager (IDD)/ Competent Authority for unavoidable delays, such as may result from causes, which in the opinion of the Deputy General Manager (IDD), are undoubtedly beyond the control of the contractor. The Deputy General Manager (IDD) shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five percent in excess of the actual working period so lost. In the event of the Deputy General Manager (IDD) failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the contractor shall have the right to claim an assessment of such delay by the Joint Managing Director, APSFC whose decision will be final and binding. The contractor shall lodge in writing with the Deputy General Manager (IDD) 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 Deputy General Manager (IDD) as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Deputy General Manager (IDD)/ Competent Authority when ordering such alterations or additions.

Proposals for extension of time should be sent to the authority competent sufficiently in advance and in any case at least one month before the expiry of the contract period.

## **24. Construction Programme:**

- 24.1 The Contractor shall furnish within one week 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 Deputy General Manager (IDD). Further, rate of the progress as per the program shall be kept upto date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by Deputy General Manager (IDD). No revised program shall be operative without approval. The Joint Managing Director shall have at 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 Joint Managing Director within 7 days of the Deputy General Manager (IDD) direction to alter the order of progress of works.
- 24.2 The Contractor shall give written notice to the Deputy General Manager (IDD) whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Deputy General Manager (IDD) 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.

## **25. Speed of Work:**

- 25.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Deputy General Manager (IDD). The contractor should furnish progress report indicating the programme and progress once in a month. The Deputy General Manager (IDD) 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 Deputy General Manager (IDD). The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Deputy General Manager (IDD) 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.

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

If, at any time, the Deputy General Manager (IDD) shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contract, or is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Contract. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Deputy General Manager (IDD) to take suitable action in accordance with Clause.60 of APSS as adopted for Telangana State.

**26. Suspension of works by the Contractor:**

26.1 If the Contractor suspend the works, or sublet the work without sanction of the Deputy General Manager (IDD), or in the opinion of the Deputy General Manager (IDD) 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 TSS, Deputy General Manager (IDD) shall take action in accordance with Clause 61 of APSS as adopted for Telangana State .

26.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Deputy General Manager (IDD) who shall take action as per Clause 61 of APSS as adopted for Telangana State.

26.3 If the Contractor has delayed the completion of works the Deputy General Manager (IDD) shall take action as per Clause.61 of APSS as adopted for Telangana State.

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

27.1 **Deputy General Manager (IDD)** shall extend the intended completion date for reasonable time, in accordance with the codal provisions, if a variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

27.2 The Deputy General Manager (IDD) shall decide whether and by how much to extend the Intended Completion Date within 7 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

**28. Delays Ordered by the Deputy General Manager (IDD):**

- 28.1 The Deputy General Manager (IDD) may instruct the Contractor to delay the start or progress of any activity within the Work, considering suitable extension of time.

**29. Early Warning:**

- 29.1 The contractor is to warn the Deputy General Manager (IDD) at the earliest opportunity of specific likely future events or circumstances that may adversely affect the execution of works.
- 29.2 The Contractor shall cooperate with the Deputy General Manager (IDD) 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 Deputy General Manager (IDD).

**30. Management Meetings:**

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

## **C. QUALITY CONTROL**

**31. Identifying Defects:**

- 31.1 The Deputy General Manager (IDD) 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 Deputy General Manager (IDD) may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

**31.2 Completion of outstanding work and Remedying Defects**

In order that the works shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Liability Period or as soon as practicable thereafter, the contractor shall complete any work which is outstanding on the date of start on takeover of the Site and Works, within such reasonable time as is instructed by the Deputy General Manager (IDD) and Execute all work required to remedy defects or damage, as may be notified by the Deputy General Manager (IDD) on or before the expiry date of the Defects Liability for the works (as the Case may be)

**32.3 Cost of Remedying Defects**

All work required to remedy defects shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to failure of the Contractor to comply with its obligations under the Contract.



**33 Tests:**

If the Deputy General Manager (IDD) 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 have to carry out such tests at no extra cost.

**34 Correction of Defects:**

34.1 The Deputy General Manager (IDD) shall give notice to the Contractor of any Defects before the end of the Defects Liability period as specified, which begins on completion of construction work.

34.2 Every time, notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified in the notice of the Deputy General Manager (IDD).

**35 Uncorrected Defects:**

35.1 If the contractor has not corrected the defect within the time specified in the notice of the Deputy General Manager (IDD) will assess the cost of having the defect corrected and the contractor shall pay this amount or it will be recovered from dues to Contractor.

35.2 The Deputy General Manager (IDD) shall introduce O.K cards and prescribe the formats thereof, O.K cards shall relate to all major components of the work. The contractor / his authorized representative shall be required to initiate and fill in and present the O.K card to the construction staff that would check the respective items and send to Deputy General Manager (IDD) or his representative for final check and clearance / O.K. Any defects pointed out by the supervision staff of department shall promptly be attended to by the Contractor and the fact of doing so be duly recorded on the back of O.K. card.

35.3 The Deputy General Manager (IDD) 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 Quality Control Engineers.

**35.4 Further Tests**

If the work of remedying of any defects or damage may affect the performance of the works, the Deputy General Manager (IDD) may require the repetition of any of the tests described in the Contract, including Tests on Completion and/or tests after completion. The requirement shall be made by notice within 7 days after the defect or damage is remedied. These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Contractor.

**36 Quality Assurance:**

The Contractor shall submit quality assurance plan within 15 days from the Commencement Date for approval of Deputy General Manager (IDD). The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the

details stated in the Contract. The Deputy General Manager (IDD) shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Deputy General Manager (IDD) for information before each design and execution stage is commenced.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

### 36.1 **Quality Control:**

The Contractor shall carry-out all the required Tests as prescribed in the Departmental QC Manual/ BIS Codes/ Standard Specification duly maintaining all the reports/records as directed by the Deputy General Manager (IDD). Departmental QC Manual shall be part of Bid document and binding on the Contractor and the Department for its implementation in execution of works.

Quality control monitoring reports, test results, reports of corrective action etc., shall be furnished to the Deputy General Manager (IDD) at regular intervals.

Quality Audit will be got conducted by the Deputy General Manager (IDD) departmentally or by other organization and the contractor shall extend the testing facilities to them also at his cost.

The Contractor shall produce the Quality records maintained by him to the Deputy General Manager (IDD) for the quality audit. Certification of Quality Control Staff is not required for running account bills, however it is required for final bills.

### 36.2 The Contractor shall submit the Quality Management Plan for the Contract work indicating the following, within 15 days from the Commencement Date for approval of Deputy General Manager (IDD).

- (a) The quantum of work to be done, quantities of various materials required and the electrical and mechanical equipment to be installed.
- (b) The number of tests to be conducted for various materials, electrical and mechanical equipment and also for finished items of work as per the I.S Codes and other codes like IRC codes at the frequencies mentioned in Specifications or any other relevant codes.
- (c) The details field laboratories and testing facilities available for conducting the above tests.
- (d) MOU with external laboratories approved by the Government for conducting required tests on equipment and materials.
- (f) The personnel of contractor in-charge of quality management with their names, duties and authority. The qualifications of the persons in-charge of collecting samples, testing materials, testing equipment and finished item work, persons

in-charge of quality assurance with powers to reject the defect work, the process of rectification of defects and deficiencies, the process of corrective actions for avoiding recurrence of defects.

- (g) Any other information that may be required by the Deputy General Manager (IDD).
- (h) Copies of the quality management plan have to be furnished to the Deputy General Manager (IDD).

## **D COST CONTROL**

### **37 Bill of Quantities:**

- 37.1 The Bill of Quantities shall contain items for the work to be done by the Contractor.
- 37.1 The Contractor is paid for the quantity of the work done at the scheduled 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;
  - 38.2.1. Supplemental items directly deducible from similar items in the original agreement.

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

- 38.2.1.1 (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.  
(For SOR items only)

- 38.2.2 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 Deputy General Manager (IDD). The Deputy General Manager (IDD) shall work out the rates for extra items as per the conditions of the contract and the same are binding on the Contractor.

### **39.2 Entrustment of additional items:**

- 39.2.1 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, if he is willing 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 competent authority shall be obtained.

39.2.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they 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 above. 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 scheduled rates for the items (+) or (-) over all tender percentage accepted by the competent authority.

39.2.3 A Competent Authority shall, subject to the provisions of the agreement, entrust either the additional or supplemental items after the tender is accepted. The Joint Managing Director being the highest authority approves the rate for the items / variation in quantity in the current agreement. No items shall 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.

#### **40 Payments:**

40.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any officer of the department not lower in rank than a Manager and check measured by any officer not lower in rank than a Senior Manager. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorized agent is also not available at site the contractor is bound to accept the measurement. When the department decides to suspend the work, recording of measurements in the absence of the contractor or his authorized representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account.

#### **40.2 Payments and Certificates:**

41 **Payments:** Payment for the work done by the contractor will be made for the finished work based on the bills submitted by the contractor and due verification of works completed by any officer of the department.

42 The bills shall be submitted at various stages of the work done and also after work is completed. The contractor shall be present at the time of verification of bills with regard to measurements; tests etc 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 checking bills, it shall be signed by the authorized agent of contractor based on which the contractor shall accept the same without any further dispute.

43 Final bill shall be paid only after the work is completed to the satisfaction of the department.

43.1.1 No claim shall be entertained, if the same is not represented in writing to the Deputy General Manager (IDD) within 15 days of its occurrence.

43.1.2 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 extension of time will be granted after considering the merits of the case.

**43.2 Intermediate Payments: Part rates & Full rates.**

Not applicable

**44 Certificate of Completion of works:**

44.1 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 Deputy General Manager (IDD) accompanied by an undertaking to carry-out any rectification work during the period of maintenance, such notice and undertaking shall be in writing, to issue a Certificate of completion in respect of the Works. The Deputy General Manager (IDD) 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 Deputy General Manager (IDD) opinion, required to be done by the Contractor before the issue of such Certificate. The Deputy General Manager (IDD) 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 Deputy General Manager (IDD) of the Works so specified and making good of any defects so notified.

44.2 Similarly, the Contractor may request and the Deputy General Manager (IDD) 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 Deputy General Manager (IDD) and occupied or used by the Department.

#### **45 Taxes included in the bid:**

- 45.1 The percentage quoted by the contractor shall be deemed to be inclusive of all the taxes that the contractor will have to pay for performance of this contract, excepting the taxes specifically mentioned as reimbursable.
- 45.2 Any Central GST or State GST and other taxes on completed items of works of this contract as may be levied and paid by the contractor are to be borne by himself / herself.

#### **46 Retention:**

- 46.1 The department shall retain from each payment due to the contractor at the rate of 7.5% of bill amount until completion of the whole of the Works. The retention money so accumulated will be released against the Bank guarantee in spells of Rs. 16.53 lakhs subject to the conditions that the rate of progress is maintained. However the total of such released amount shall not exceed 5% of total value payment made for the works.
- 46.2 On completion of the whole of the Works 5% out of 7½% of the amount retained is repaid to the Contractor and balance 2 ½ % along with EMD of 2 ½ % shall be paid after the Defects Liability Period has passed and the Deputy General Manager (IDD) has certified that all the Defects notified by the Deputy General Manager (IDD) to the Contractor before the end of this period have been corrected.

#### **47. Liquidated Damages:**

- 47.1 If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of works, in the opinion of the Joint Managing Director is too slow to ensure completion by the prescribed time or extended time for completion, Deputy General Manager (IDD) shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Deputy General Manager (IDD) 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 Deputy General Manager (IDD) under this clause the contractor shall seek the Deputy General Manager (IDD) permission to do any work at night or on Sundays, if locally recognized as days or rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.
- 47.2 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 Deputy General Manager (IDD) may without prejudice to any other method of recovery will deduct one tenth of one percent of contract value of the relevant milestone per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value.

47.3 The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

47.4 The liquidated damages for the whole of the work are levied as below.

	<b>Rupees</b>	<b>(Amount per day)</b>
<b>For milestone</b>	<b><u>1500/-</u></b>	<b>Per day</b>

The Deputy General Manager (HOD-IDD) 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 the maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

47.5. INCENTIVE: Not applicable

#### **48. Securities:**

**48.1** The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 10% as per Clause 3.60) shall be provided to the Corporation not later than the date specified in the Letter of Acceptance and shall be issued for an amount by a bank acceptable to the Corporation. 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.

#### **49. Cost of Repairs:**

**49.1** The Contractor at his own cost shall remedy loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods if the loss or damage arises from the Contractor's acts or omissions.



## **E. FINISHING THE CONTRACT**

### **50. Completion:**

50.1 The Contractor shall request the Deputy General Manager (IDD) to issue a Certificate of completion of the Works and the Deputy General Manager (IDD) will do so upon deciding that the work is completed. Such decision of completion of work or otherwise shall be communicated within (15) days of receiving of request from the contractor. Any balance items of work required for completion shall also be specifically communicated by the Deputy General Manager (IDD).

### **51. Taking Over:**

51.1 The Department shall take over the Site and the Works within seven days of the Deputy General Manager (IDD) issuing a certificate of Completion. Such taking over shall be done in the presence of the agency or his authorized representative and Deputy General Manager (IDD) or his representative not below the level of Senior Manager, at the site of the completed work.

### **52. Termination:**

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

52.2 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 authorized by the Deputy General Manager (IDD).
- b) If the Contractor is bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Deputy General Manager (IDD) gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Deputy General Manager (IDD).
- d) The Contractor does not maintain a performance security which is required as per agreement conditions.
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public

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

- 52.3 Notwithstanding the above the Corporation may terminate the contract for convenience.
- 52.4 **The entire process of Termination shall be completed within a period of 60 days from the date of issue of Notice by the Deputy General Manager (IDD) (Agreement authority / Employer). The termination orders should be given by the Agreement authority.**
- 52.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured in the presence of Deputy General Manager (IDD) or his representative not below the level of Senior Manager, leave the Site as soon as possible.

### 53 **Action upon Termination:**

If the Contract is terminated because of a **fundamental breach of Contract** by the Contractor, the Deputy General Manager (IDD) shall certify 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 laws and less 20% of the value of the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Corporation. In case of **default for payment by the contractor** within 28 days from the date of issue of the notice to the above effect, the contractor shall be liable to pay interest **extra** at 12% **per annum** for the period of delay.

### 54 **Property:**

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

### 55 **Release from Performance:**

- 55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Corporation or the Contractor, the Deputy General Manager (IDD) 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.

## **SPECIAL CONDITIONS OF CONTRACT**

**1. Water Supply:**

Not Applicable

**2. Electrical Power:**

Not Applicable

**2.1 Electric Power for Domestic Supply:**

Not Applicable

**3 Land:**

**3.1 Land for Contractor's use:**

Not Applicable

**3.2 Surrender of Occupied Land:**

Not Applicable

**3.3 Contractor not to dispose off Spoil etc.:**

Not Applicable

**4 Roads:**

Not Applicable

**5 Payment for Camp Construction:**

Not Applicable

**6 Explosive And Fuel Storage Tanks:**

Not Applicable

**7 Labour:**

- 7.1 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, deliver in writing to the Deputy General Manager (IDD) in such form and at such intervals as the Deputy General Manager (IDD) 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 regarding Contractor's Equipment as the Deputy General Manager (IDD) may require.

## **8 Transportation of Labour:**

- 8.1 The contractor shall make his own arrangement for the daily transportation of the labour and staff 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 to work spot and back.
- 8.2 The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.
- 8.3 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 Deputy General Manager (IDD) concerned before commencement of work.

## **9 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 ever necessary and shall comply with directions issued by the Deputy General Manager (IDD) or on his behalf from time to time and at all times.
2. Providing protective foot wear to workers in situations like mixing and placing of mortar or concrete, sand in quarries and places where the work is done under such wet conditions.
3. Providing protective head wear to workers in at places like underground excavations to protect them against rock falls.
4. Supply to work men with proper belts, ropes etc., when working in precarious slopes etc.
5. Avoiding naked electrical wire etc., as they would electrocute the works.
6. 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 and around the areas where machines hoists and similar units are working.

## **10 Fair Wage Clause:**

1. The contractor shall pay not less than fair wages to laborers engaged by him on the work.
2. “Fair” wages means wages, for time of piecework notified by the Government from time to time in the area in which the work is situated.
3. The contractor shall, not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by him.
4. In respect of labour directly or indirectly employed in the works for the purpose of the contract or 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 laborers to the satisfaction of the Deputy General Manager (IDD).
5. The Deputy General Manager (IDD) shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.
6. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his sub-contractors.
7. As per contract labour (Regulation and Abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.
8. Any violation of the conditions above shall be deemed to be a breach of his contract.
9. Equal wages are to be paid for both men and women if the nature of work is same and similar.
10. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Deputy General Manager (IDD) in writing.

## 11 Indemnity Bond:

**Name of work:** Dismantling and replacement of existing 1 No of 8 passengers lift in APSFC, 5-9-194, Abids, Chirag Ali Lane, Hyderabad – 500 001, Telangana State (**Lift With Premium Specifications**).

I/ we.... contractor S/o. aged .... Resident of .... do hereby bind myself / ourselves to pay all the claims may come (a) under Workmen Compensation Act 1923 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Payment of Gratuity Act 1972 (c) under Employees P.F. and Miscellaneous Provision Act 1952 (d) under Maternity Benefits Act 1951 (e) under Contract Labour (Regulation & Abolition) Act 1970 (f) under Minimum Wages Act 1948 (g) under Payment of Wages Act 1936 (h) under Equal Remuneration Act 1979 (i) under Payment of Bonus Act 1961 / 1965 (j) under Industrial Disputes Act 1947 (k) under Industrial Employment (Standing Orders) Act 1946 (l) under Trade Unions Act 1926 (m) under Child Labour (Prohibition & Regulation) Act 1986 (n) under Inter-State Migrant Workmen's (Regulation of Employment & Conditions of service) Act 1970 / 1979 (o) under the Building and Other Construction Workers Regulation of Employment & Conditions of service) Act 1996 and the Cess Act of 1996 (p) under Factories Act 1948 (q) The Motor Transport Workers Act 1961 (r) The Telangana Labour Welfare Fund Act 1987 (s) The Employees State Insurance Act 1948 by workmen engaged for the performance of the business relating to the above contract i.e., failing such payment of claims of workmen engaged in the above work, I / we abide in accepting for the recovery of such claims, affected from any of my assets.

## 12 Compliance With Labour Regulations:

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

performance security. The Department/Deputy General Manager (IDD) shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.

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

**13 Salient features of some major labour laws applicable to establishments engaged in buildings and other construction works as per Engineer-in-Chief (IW) Letter No.ENC/IW/P&M/EE.1/DEE.2/AEE.5/SBD/2017, Dt.06.12.2019, addressed to the Government & as per minutes of 4<sup>th</sup> BOCES meeting for the year 2019 held on 19.11.2019:**

**(a) Employees compensation Act, 1923:** The Act provides for compensation in case if injury by accident arising out of and during the course of employment.

**(a) 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 of 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.

**(b) Employees P.F. and Miscellaneous Provision Act, 1952:** The Act provides for monthly contributions by the Department plus workers @ 12% or 10%. 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., every contractor shall within 7 days of the close of every month, submit to the principal employer a statement showing the recoveries of contribution in respect of employees employed by or through him.

**(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 Employer by Law. The Principal Employer is required to take certificate of Registration and the contractor is required to take license from the designated Officer.

1) The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 5 or more contract labour, on any day of the preceding 12 months.

2) The payment of wages shall be made by way of cheque or by crediting the salaries to the Bank Account of the concerned workers. 72 Where banking facilities are not available, the wages may be paid in cash.

3) (i) The Principal Employer shall ensure the presence of his authorized representative at the place and time of disbursement of wages by the contractor to workmen and it shall be the duty of the contractor to ensure the disbursement of wages in the presence of such authorized representative.

(ii) The authorized representative of the Principal Employer shall record under his signature a Certificate at the end of the entries in the Register of Wages or the Register of Wages-cum-Muster Roll, as the case may be.

**(f) Minimum wages Act, 1948:** The Contracting Agency is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is covered under scheduled employment of (i) Construction of Projects including Dams and Multipurpose Projects and (ii) Construction or Maintenance of Roads and Building Operations. The wages shall be paid subject to the following conditions.

1) The Contracting Agency after thorough verification shall pay the wages to the workers according to the minimum wages fixed by the Government or Labour Rates announced by the BoCE in SoR, whichever is higher.

2) The Contracting Agency shall also pay the allowances if any notified by the Government from time to time to the respective scheduled employments and the allowances incorporated by the BoCE in SoR in addition to the above wages.

3) The wages paid in kind i.e., in the form of essential commodities etc., cannot be taken as wages unless specifically notified by the appropriate Government.

**(g) Payment of wages Act, 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

**(h) Equal Remuneration Act, 1979:** The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.

**(i) Payment of Bonus Act, 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.21000/- per month or less. The bonus to be paid to employees getting less than Rs.7000/- per month shall be worked out by taking wages as Rs.7000/- per month only or the minimum wage for the scheduled employment, as fixed by the appropriate Government whichever is higher.



**(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. In cases of disputes / conciliation proceedings / joint meetings, no party to a dispute shall be entitled to be represented by legal practitioner in any conciliation proceedings under this Act or in any proceedings before a Court.

**(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 of 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 is applicable to an establishment, which employs 5 or more inter-state migrant workmen or 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 carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Principal Employer and the Contractor to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

The Contractor shall register the workers engaged by him as beneficiaries under the Telangana Building & Other Construction Workers Welfare Board, so as to enable

the workers to be eligible for monetary and welfare benefits provided under the Telangana Building & Other Construction Workers Welfare Board.

**(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.

**(q) The Bonded Labour System (Abolition) Act, 1976:** If the Contractor pay the wages to the workers less than the minimum wages, it comes under other form of forced labour and comes under the purview of the Act.

**(r) The Motor Transport Workers Act, 1961:** The Contractor who employ five or more motor transport workers in their establishment shall obtain a license from the appropriate authority for the vehicles either owned by them or engaged on hire.

**(s) Fair Wage Clause:** The Executive Engineer/Deputy General Manager (IDD) shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborers 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 the reason of the "fair wages" clause to the workers.

**(t) Employment-cum-Wage Cards:** The Executive Engineer/ Deputy General Manager (IDD) should also take necessary steps for scrupulous implementation of following by the Contractor.

(i) Issuing of Employment-cum-Wage Cards to all the construction contract workers by the Contractor prior to the disbursement of their wages.

(ii) Obtaining of required Licences and Registration certificates by the Contractor.

(iii) Making of entries in the relevant Registers and Records and enrolment of construction contract workers as members with the Telangana State Building & Other Construction Workers Welfare Board by the Contracting Agency.

**(u) Maintenance of Records and Registers:** The Contracting Agency shall submit copies of all the prescribed registers and records on monthly basis to the Executive Engineer/Deputy General Manager (IDD) for preservation of the said registers and records for a period not less than 3 years after completion of work or till completion of maintenance period, whichever is higher.

**“Note:** All the above Labour laws/Acts/GOs/guidelines and as amended by the Government from to time shall be applicable in execution of Works Contract and binding on the Contractor/Agency for its implementation without fail.”

#### **14. Utilization of Fly ash & Fly ash based products:**

Not Applicable

## 15. SECRECY CLAUSE:

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

# **BILL OF QUANTITIES AND PRICE BID.**

## **PREAMBLE**

1. The Bill of Quantities shall be read in conjunction with the instructions to Bidders, 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 Engineer and valued at the scheduled rate plus or minus tender percentage quoted in the Bill of Quantities where applicable and otherwise at such rates and prices as the Deputy General Manager (IDD) 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 bidder 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 scheduled rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering scheduled 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/IRC. Codes & A. P. S. Specifications as adopted for Telangana State.
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 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 the specifications and further drawings and orders that may be issued by the Deputy General Manager (IDD) 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 quality control / assurance shall be deemed to be covered in the quoted percentage.
10. 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.
11. (a) The special attention of the bidder is drawn to the conditions in the tender notices wherein reference has been made to the APSS as adopted for Telangana State and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Telangana and shall form an inseparable condition of the contract. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
- b. The bidder shall examine, closely the A.P.S.S. as adopted for Telangana State and also the standard preliminary specifications contained therein and sign the copy of the APSS as adopted for Telangana State 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 bidder. The APSS as adopted for Telangana State and other documents connected with contract such as estimate plans, specifications, can be seen on all working days in the office of the Deputy General Manager (IDD) [As specified in the NIT].

12. The bidders attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of APSS as adopted for Telangana State/ Materials conforming to the Bureau of Indian Standards specifications, APSS etc., shall be used on the work and the bidders shall quote his overall tender percentage accordingly.
13. The bidder has to do his own testing of materials and satisfy himself that they conform to the specifications of respective Codes before tendering.
14. 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 Deputy General Manager (IDD) in writing well before their use of the work.
15. **Inspection of site:** Every bidder is expected before quoting his overall tender percentage, to inspect the site of proposed 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 Deputy General Manager (IDD), in any case, shall be submitted for the Deputy General Manager (IDD) approval before the supply to site of work is begun.
16. The bidder'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.

17. The defect liability period of contract is Twenty Four Months for Civil works and sixty months for Electro-Mechanical works.
18. The estimate rates for items shown in the Schedule "A" include all construction materials. The bidder has to quote an overall tender percentage considering all the aspects of the tender to complete the finished item of work as per the TSS / B.I.S. specifications, the special specifications appended, Drawings etc.

19. If there is any contradiction between APSS as adopted for Telangana State and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
20. In case of a job for which specifications are not available with the Schedule or in APSS as adopted for Telangana State 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 Deputy General Manager (IDD).
21. Additions and alternations by the Bidder in the Schedule of quantities will disqualify the tender.
22. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the Technical Specification of the same item, the latter shall be adopted.
23. The Unit rates 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 T.S. standard specifications and other conditions of specification of this contract.
24. It is to be expressly understood that the measured work is to be taken according to the actual quantities in place and finished according to the drawings or as may be ordered from time to time by the Deputy General Manager (IDD) and the cost calculated by measurement or by weight at their respective rates without any additional charge for any necessary or contingent works, connected herewith. The Percentage Excess or less over ECV quoted, are for works in situ and complete in every respect.
25. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates i.e., scheduled rates plus or minus tender percentage.
26. 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.
27. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
28. The payment of rates for supplemental items of work will be regulated as under.

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

The rate of all such items shall be derived considering SS Rates of sanctioned estimate plus or minus overall tender percentage.

**29. ENTRUSTMENT OF ADDITIONAL ITEMS.**

- a) Wherever 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 S.S rates.
- b) Entrustment of supplemental items contingent on the main work will be authorized by the officers upto the monetary limits upto which they 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 in vogue.
- c) Entrustment of either the additional or 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.



**BILL OF QUANTITIES****[Part-A]****Name of work :**

Sl. No	Approximate Quantity In figures/ words	Description of work	Specification No. / APSS / BIS	Unit In figures / words	Estimate Rate In figures / words	Amount in Rs.
		<b>Separately enclosed</b>				

I / We are willing to execute the work at + / - / or at par on E.C.V.

## **BILL OF QUANTITIES**

### **Part-B**

#### **Details of amount reimbursable to the Contractor.**

(i) Towards GST	:	<b>Rs.</b>	<b>2,97,457.00</b>
(ii) Towards Labour Cess @ 1%	:	<b>Rs.</b>	<b>16,525.00</b>
(iii) Towards NAC @ 0.1%	:	<b>Rs.</b>	<b>1950.00</b>

The bidders are eligible for reimbursement of amount towards GST, Labour Cess and NAC.

*(Note to the Tender inviting authority: Any revision/variation of above statutory charges shall be effected as per Clause 12.4 (i) (b); under ITB of this document, duly obtaining necessary Revised sanctions from the competent authority, accordingly).*

The GST component shall be added in each bill of the contractors who opt for composition scheme and recovered. In respect of those contractors, who do not opt for composition scheme, the GST component shall not be released with the bills and GST however shall be recovered and for the recovery made, a deduction certificate will be issued based on which the contractor has to claim adjustment through their returns **submitted to their respective assessing authorities.**

## **FORMATS OF SECURITIES**

## **PROFORMA**

### **BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

WHEREAS ..... (Name of the Contractor) (here in after called “the Bidder”) has submitted his tender response to NIT No..... dated:..... for the work “ .....”  
(Name of work) (hereinafter called “the tender”).

KNOWN ALL MEN by these present that we .....  
..... (Name and Address of Bank)  
..... (hereinafter called “the Bank” are bound unto)  
..... / (name of the designated S.E) in the sum of \*  
.....  
for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this ..... day of .....20....

THE CONDITIONS of this obligation are:-

- (1) If after Tender opening the bidder withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Bidder having been notified of the acceptance of his bid by the Department during the period of validity.
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions of Bidders.

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

This Guarantee will remain in force up to and including the date\*\* ..... after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK .....

WITNESS..... SEAL.....

-----  
(Signature, Name and Address)  
-----

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

\*\* 3 months from the deadline date for submission of Tender [As specified in NIT].

## **PROFORMA**

### **BANK GUARANTEE FOR BALANCE “E.M.D.”**

\_\_\_\_\_ (name & address of Department)

\_\_\_\_\_

WHEREAS \_\_\_\_\_

\_\_\_\_\_ (name and address of Contractor ) (hereinafter called “the Contractor”)

has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated: \_\_\_\_\_ to execute the work of \_\_\_\_\_ [name of work];

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as balance EMD / EMD for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

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

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

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

This guarantee shall be valid upto ..... i.e., until 28 days from the date of expiry of the Defects Liability period.

Signature & seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## PROFORMA

### BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

\_\_\_\_\_(name and address of Department)  
\_\_\_\_\_

WHEREAS \_\_\_\_\_ (name and address of Contractor)  
(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
dated: \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief  
description of works] (hereinafter called “the Contractor”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall  
furnish you with a Bank Guarantee by a Schedule bank for the sum specified therein as  
Additional further security bank guarantee for compliance with his obligations in accordance with  
the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on  
behalf of the Contractor, up to a total of Rs. \_\_\_\_\_ [amount of guarantee]  
\_\_\_\_\_ [in words], such sum being payable and we undertake  
to pay you, upon your first written demand and without cavil or argument, any sum or sums  
within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without  
your needing to prove or to show grounds or reasons for your demand for the sum specified  
therein.

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

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

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

Signature & seal of the Guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

**ANNEXURE – I (A).**  
**FORM OF SOLVENCY CERTIFICATE BY BANKS**

I, \_\_\_\_\_ Managing Director /  
 Manager / Deputy General Manager (IDD) / Agent of  
 \_\_\_\_\_ Bank Limited do hereby certify  
 that Sri/ M/s \_\_\_\_\_  
 \_\_\_\_\_ *[here the Names and addresses of the contractor]* to be  
 solvent to the extent of Rs. \_\_\_\_\_ [Rupees  
 \_\_\_\_\_] as disclosed  
 by the information and record which are available with the aforesaid bank.

For the \_\_\_\_\_ Bank

Date:

Place:

Signature of Bank Manager  
 [Authorized to Sign]

## GENERAL SPECIFICATIONS AND INSTRUCTIONS

1. I.E. RULES 1956: The installation shall generally be carried out in conformity with the Indian Electricity rule 1956 as amended from time to time and National Electrical code which contains specific regulations to be adhered to in the supply and use of electricity energy in the interest of safety.
2. PRESSURE AND FREQUENCY OF SUPPLY : All current consuming devices shall be suitable for the pressure and frequency of supply stated in the special conditions of contract
3. SYSTEM OF WIRING: The wiring shall be carried out on such a system as may be specified in the conditions of contract. "Power wiring shall be kept separate and distinct from lighting wiring. All conductors shall be run as far as possible along the walls and ceiling, so as to be easily accessible for inspection. The balancing of circuits in 3 phase systems shall be arranged before hand by the Engineer.
4. CONDUCTORS: The material and size of the conductors shall comply with the Bureau of Indian Standards and as per the provision of I. E. Rules, 1956. All cables shall have maker's name and identifications printed on the insulated surface. In case of dispute regarding make it is the responsibility of the contractor to prove that the material is original of the company.
5. MATERIALS: All materials, fittings, equipment and their accessories, appliances, etc used in an electrical installation shall conform to Bureau of Indian Standard specification wherever they exist. In case an Indian Standard does not exist, the materials and other items shall be those approved by the competent authority. A list of approved materials for use in the electrical works is enclosed. The approved makes as specified in schedule – A should invariably be use in the E. I. Work. In case of other items which are not specified in schedule – A, the materials covered under approved make list can be used.
6. TEST TO BE COMPLIED WITH : Before an installation is permanently put into service the following test shall be complied with
  - a) INSULATION RESISTANCE: The insulation resistance shall be measured by applying between the earth and the whole system of conductors or any section thereof with all fuses in place and all switches on a direct current pressure of not less than twice the working pressure. The working pressure shall be deemed to be that which is maintained between the outer phase conductors and the neutral.
  - b) The insulation resistance of an installation measured as in above shall not be less (in mega ohm) than 25 divided by number of points on the circuits provided that ;
    - (i) Any installation shall not required to have an insulation resistance greater than (1) mega ohm.



- (ii) Lighting circuits shall be tested with all lamps in place except in the case of earthed concealed wiring system.
- (iii) Heating and power circuits may be tested, if desired with the heating and power appliance disconnected from the supply.
- 7) **EARTH RESISTANCE:** It is recommended that the value of any earth system shall not be more than 50 unless otherwise specified. Care should be taken to select a material which is resistant to corrosion in the type of soil in which it will be used. The electrode shall be kept free from paint, enamel and grease. The size of the earth continuity conductor should not be less than 14 SWG (2.8.94 sq.mm). Earths resistivity test shall be carried out in accordance with Indian Standard code of practice for earthing.
- 8) **FANS & REGULATORS:** All ceiling fans shall be wired to a ceiling rose and suspended from a hook or shackle and insulated from the same. All joints in the suspension rod shall be screws and all joints or bolts in connection shall be additionally secured by means of split pins.
- 9) **CONDUIT SYSTEM OF WIRING:** The conduit shall be electrically continuous from distribution board to outlet boxes for lighting, switches and other appliances. The lengths of conduit shall be joined by means of screw sockets. Threads shall be free from grease or oil and no material of this nature shall be allowed to come in contact with the conductors. The whole metal system of the conduit system shall be electrically continuous throughout and shall be permanently and efficiently connected to the earthing system.
- 10. **EXCAVATION AND BACK FILL:** All excavation and back fill including trenching, shoring and strutting required for the installation of the cable shall be carried out by the contractor in accordance with the drawings and requirements laid down elsewhere. Trenches shall be filled in layers not exceeding 150 mm. Each layer shall be properly rammed and consolidated before laying the next layer. The contractor shall restore all surfaces, road ways, sidewalks, curbs, walls or other works cut out by excavation to their original condition, satisfactory to the departmental officers.
- 11) Prior to laying of cables, following tests shall be carried out.
  - a) Insulation test between phases, phase and earth for each length of cable before and after joining. On completion of cable laying work, the following tests shall be conducted in the presence of the Department Engineer.
    - i) Insulation resistance test
    - ii) Continuity test
    - iii) Earth test
- 12) **MEDIUM VOLTAGE AND LOW VOLTAGE SWITCH GEAR PANEL BOARD**

The main panel board shall be floor mounted and totally enclosed. The design shall include all provisions for safety of operating and maintenance personnel. The general construction shall conform to appropriate Indian Standard Specification. Cubical type

switch board shall be fabricated out of sheet steel not less than 2.00mm thick. Such steel chamber shall be stiffened by angle iron frame work. Unless otherwise approved, incomer and b1- section panels or sections shall be separate and independent. The general arrangement for multi storied construction shall be such that the horizontal bar formed presents a pleasant and aesthetic look. The general arrangement shall be got approved before fabrication. All cable entries shall be through gland plates. Cable entry plates shall be sectionalized. The construction shall include necessary cable supports for the cable alloy or rear cable chamber, incomer terminations shall be suitable for a receiving bus bar trunking. Busbar shall be firmly fixed on supports constructed from suitable insulating materials which confirms to relevant Indian Standards. The supports shall be sufficiently robust to effectively withstand electro mechanical stresses produced in the event of short circuit. The minimum clearance to be maintained for open and closed indoor air insulated busbars / electrically non – exposed and working at system voltage up to 600 volts shall be as follows :

<b>BETWEEN</b>	<b>MAIN CLEARANCE</b>
<b>Phase to Earth</b>	<b>26 mm</b>
<b>Phase to Phase</b>	<b>32 mm</b>

13. **DISTRIBUTION:** Distribution boards shall be assembled and aligned toggled together and installed as per installation manual of the switch board supplier and relevant Indian Standard specifications. Phase sequence for each incomer shall be tested and connections adjusted accordingly. A mechanical endurance test shall be carried out by closing and opening of the circuit breaker.
14. **COMPLETION DRAWINGS:** At the completion of the work and before issuance of virtual completion the contractor shall submit to the department officer five sets of layout drawings drawn at approved scale indicating the complete wiring system “As installed”. The drawings shall in particulars give the following information.
  - i) Run and size of conduit, Inspection and junction boxes.
  - ii) Number and size of conductors in each circuit
  - iii) Location and rating of sockets and switches controlling the light and power outlets
  - iv) Location and details of distribution boards, main switches and other particulars
  - v) A complete wiring diagram as installed and schematic diagram showing all connections in the complete electrical system.
  - vi) Instructions, maintenance and operation manuals if any for the equipment.

15. A Statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classification should accompany the tender
  - a. Equipment transport for material viz. Lorrie / Carts, Crushers etc.,
  - b. Organization: 1. Technical      2. Unskilled
  - c. Methods that will be adopted to speed up the work to ensure completion within the prescribed time.
16. The contractor shall make his own arrangements for all the tools and plants required for the execution of the work. The equipment if any, available with the Department may be hired to the contractor at rates and conditions prescribed by the Department.
17. All rejected materials shall be removed from the site, within 24 hours after written instructions of rejecting and materials and ordering their removal have been issued in case of default, on the part of the contractor to carry out such order, the materials will be got removed through other agency at the contractor's risk and cost.
18. All materials rejected or obstructing traffic shall be removed by the Contractor, with the least possible delay, within the time specified, failing which it is open to the Department to remove them at the contractor's risk, through other agency. All labour in testing and measuring during measurements and check measurements should be borne by the contractor.
19. The contractor shall with his own expenses, make all the arrangements and take all possible steps and precautionary measures, for the safety of the public, during the execution of the electrical works. The rates offered by the contractor should be inclusive of such incidental charges.
20. Fully accepted agreement rates will be paid only after all the items of work are completed. The agreement executing authority will decide the exact items, the rates of which are considered to be high, for the purpose of this clause and his decision shall be final and binding on the contractor. (Vide Government of Andhra Pradesh PWD Memo No. 544 / Condn, 72 – 2, dt. 6 -7 – 1973).

## **GENERAL CONDITIONS FOR ELECTRICAL WORK**

1. Lugs should be provided for all earth connections.
2. Concreting to the pole and providing independent earthing should be done in presence of departmental staff.
3. The distribution boards with Switch controls shall be separate in each floor for normal supply and essential supply.
4. The lighting circuits shall be provided with separate conductor to enable to connect the normal lighting and essential lighting without linking to any of the above systems to ensure to switch over to essential supply in order to have minimum lighting to avoid inconvenience to the staff working.
5. The control for the luminaire to be provided in the hall for both to be connected to the normal supply and essential supply shall be separate and away from the each system
6. For the points to be connected to essential supply, a separate conduit system is to be laid as enumerated in the above conditions includes circuit main of any system
7. The locations for the D. B's and Switch controls for essential supply will be decided during the course of execution where the circuit conduit way have to be terminated.
8. The tenderer / agency is bound to supply the materials prescribed in Schedule – A and no change of specification and make will be entertained. The tenderer has to survey the market regarding availability of the materials for specified item brand / specified make in schedule – A of the tender schedules before tendering for the work. In case of Discrepancy Final Decision will be taken by the tender accepting authority.
9. The tenderer has to furnish the copy of the relevant test certificates /delivery challan against the materials supplied in support of genuine electrical materials
10. Tenderer has to furnish compliance report comprising the details of the testing of the installation duly indicating IR values and fitness before the Energisation as per IE rules and he is solely responsible after Energisation of the installation during the defect liability.

### **SPECIAL CONDITIONS:**

1. The make of material mentioned in the Schedule – A, should be used on the work in variably and the Department reserves the right to insist upon using any of the make of the material mentioned in the Schedule – A from their choice.
2. The work shall be carried out strictly in conformity with (i) code of practice for Electrical wiring and fittings in Government Building (ii) The Indian Standard Specification (iii) The Department specification, if the work carried out does not comply with the code of practice and Departmental specifications and if the work man ship is unsatisfactory it will be binding of the contractor to redo the job without any extra cost.
3. The work should be carried out under the direct supervision of persons holding a certificate of competency for the type of work involved.
4. The contractor will be responsible for any defect noticed during either improper workmanship or defective materials supplied by him up to defect liability period from the date of final completion of work
5. The contractor himself should arrange for the transportation of men and material to their work spot.
6. All Civil works and patch works indicated for providing electrical installations should be well finished to the satisfaction of the Civil authorities.
7. The tenderer / agency is bound to supply the materials prescribed in Schedule – A and no change of specification and make will be entertained. The tenderer has to survey the market regarding availability of the materials for specified item brand / specified make in schedule – A of the tender schedules before tendering for the work. In case of Discrepancy Final Decision will be taken by the tender accepting authority.
9. **SYSTEM OF WIRING:** The wiring shall be carried out on such a system as may be specified in the conditions of contract. “Power wiring shall be kept separate and distinct from lighting wiring. All conductors shall be run as far as possible along the walls and ceiling, so as to be easily accessible for inspection. The balancing of circuits in 3 phase systems shall be arranged before hand by the Engineer.
10. **MATERIALS:** All materials, fittings, equipment and their accessories, appliances, etc used in an electrical installation shall confirm to Bureau of Indian Standard specification wherever they exist. In case an Indian Standard does not exist, the materials and other items shall be those approved by the competent authority. The approved makes as specified in schedule – A should invariable be used.
11. The delivery and erection shall be completed as per the rate of progress as specified in the tender conditions under the rate of progress.

## 12. DEPUTATION OF ERRECTOR

Before commencing the erection the erection Engineer should be deputed whenever asked for by the department. No separate charges will be paid for such deputation.

13. a). The design and drawings of all civil works have to be furnished by the Firm.

b). The firm shall supply the layout drawings of lift and its switch gear after completion of the work.

c). Final bill shall be paid only after the entire work is completed to the satisfaction of the department.

## 14. SERVICING:

Free servicing will have to be done by the firm up to 36 months from the date of handing of the lifts.

## 15. TERMS OF PAYMENT:

The following payment schedule is proposed for all items which include supply, installation, testing and commissioning.

1. Supply of items..... 20%
2. Installation/Erection.....40%
3. Testing and commissioning.....20%
4. Final Inspection .....20%

## 16. SPECIFICATIONS:

The supply and erection of lift should be in conformity of standards as per BIS specifications.

## 17. SCAFFOLDING:

Scaffolding to the required extent has to be erected by the firm at their cost.

## 18. STEEL:

The rate quoted should also include necessary steel required for still support angles hitch beams, buffer support channels and bearing plates etc., the Department will not be responsible for any mishaps during execution of equipment.

## 19. MINOR CIVIL WORKS:

Doing all minor works comprising of cutting holes and making good guide rail brackets and landing batten fixtures, frames for collapsible gates and civil works,

associated with the laying of the stills at each entrance and on the landing buffers supports channels and other works ancillary to the erection work in lift making groom and all other civil works will have to be carried out by the firms only to the satisfaction of the departmental officer and the company will be responsible for any defects in the said works that might be noticed at later dates.

#### 20. TRANSPORT & STORAGE:

The materials will have to be delivered at site and stored at the cost of the firm. The safety of the material will be firm's responsibility till the equipment is handed over duly commissioned. Any damage or loss of the materials stored will be to the account of tenderer. Any repairs or replacement etc., needed to the materials so stored should be done at the cost of tenderer till the lift is handed over in satisfactory, operating condition after testing and commissioning. All the expenses should be borne by the company.

#### 21. EARTHING:

Necessary earthing is to be provided by the firm in confirmation to the relevant BIS specifications.

21. Other conditions will be as per TSS (Manual T.S. Detailed standard specifications manual).