

Sri Venkateswara Bhakthi Channel::
Tirupati

BROADCAST DEPARTMENT

Open Tender

-
SVBC/10/Broadcasting- Hiring of Data Centre Streaming Space for
SVBC for the period 09.05.2024 to 08.05.2025

Open-Tendering

STANDARD BID DOCUMENT

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SRI VENKATESWARA BHAKTI CHANNEL

TECHNICAL DEPARTMENT

*** **

NOTICE INVITING TENDERS- SVBC/06/Technical /Procurement of Switcher along with Control panel /2024

1. DEPARTMENT NAME	: SRI VENKATESWARA BHAKTI CHANNEL, TIRUPATI – TECHNICAL DEPARTMENT
2. DIVISION	: SVBC
3. NIT NUMBER	: SVBC/10/Broadcasting- Hiring of Data Centre Streaming Space for SVBC for the period 09.05.2024 to 08.05.2025
4. NAME OF WORK	: - Hiring of Data Centre Streaming Space for SVBC
5. ESTIMATE CONTRACT VALUE	: Not applicable
6. PERIOD OF SERVICE	: One year
7. FORM OF CONTRACT	: Not applicable
8. BIDDING TYPE	: Open Tender
9. BID CALL NO.	: ...1 st Call....
10 TYPE OF QUOTATION	: 2 Bid quotation (Technical BID and Financial Bid)
11 TRANSACTION FEE PAYABLE TO APTS, Vijayawada PAYABLE AT HYDERABAD (INR)	: Not applicable
12 PROCESSING FEE	: Not applicable
13 PROCESSING FEE DD PAYABLE TO	: Not applicable
14 EMD/BID SECURITY	: Rs. 50,000/-
15 EMD/BID SECURITY DD PAYABLE TO	: Sri Venkateswara Bhakti Channel,
16 BID DOCUMENT DOWNLOADING STARTDATE	: 09-04-2024 at 5.00 p.m at www.svbcttd.com
17 BID DOCUMENT DOWNLOADING END DATE	: 30-04-2024 at 12.00 A.m
18 LAST DATE AND TIME FOR RECEIPT OF BIDS	: 30-04-2024 at 2.00pm
19 BID VALIDITY	: 90 days
20 PRE QUALIFICATION / TECHNICAL BID OPENING DATE	: 30-04-2024 at 4.00 pm
21 COMMERCIAL BID OPENING DATE	: 30-04-2024 at 4:30 pm
22 OFFICER INVITING BIDS	: Chief Executive Officer, Sri Venkateswara Bhakti Channel, Tirupati.
23 BID OPENING AUTHORITY	: Technical Bids by Committee, Commercial Bids by Chief Executive Officer, Sri Venkateswara Bhakti Channel, Tirupati.
24 ADDRESS	: O/o Chief Executive Officer, Opposite to Regional Science Centre, Alipiri Zoo Park Road, Alipiri, Tirupati- 517501
25 CONTACT DETAILS	: 0877-22644031, ceo@svbcttd.org , 9000013961, Sr Mgr (Broadcasting)

Procedure for bid submission:

1. Bids shall be submitted through Manual Method by sending courier / Speed Post / Register Post / in Person and Must reach to the following address on before 30-04-2024 at 2 p.m.

**O/o Chief Executive Officer,
Sri Venkateswara Bhakti Channel
Near Dhyanamam, Besides Bharatiya Vidya Bhavan
S.V.Zoolgical Park Road, Alipiri,
Tirupati – 517501, AP.**

2. Type of Quotation: 2 Bid Quotation.

A. Technical Bid / Quotation: Technical Bid/ Quotation Consists of the following documents.

- 1 A copy of Company Profile
- 2 PAN Card
- 3 GST registration Certificate
- 4 Demand Draft for E.M.D purpose paying in favour of CEO,
S.V. Bhakti Channel, Tirupati.
5. Income tax returns of the last 3 financial years.

B. Financial Bid/ Quotation : Financial Bid/ Quotation consist of BOQ / BOQ (Bill of Quantity / Bill of Material) along with price list.

The above mentioned Technical Bid and Financial Bid should be separately quoted in separate sealed cover and these separate sealed covers should be packed in one A4 Size envelope and mention “Tender for Hiring of Data Centre Streaming Space for SVBC” on the cover.

1. Bids shall be submitted online on www.apecprocurement.gov.in platform (This point is not applicable)

2. ~~The participating bidders in the tender should register themselves on e-procurement platform www.apecprocurement.gov.in.~~ (This point is not applicable)

3. ~~Bidders can log in to e-procurement platform in Secure mode only by signing with the Digital certificates. Digital Certificates can be obtained from Andhra Pradesh Technology Services, Vijayawada.~~ (This point is not applicable)

4. ~~The bidders who are desirous of participating in e-procurement shall submit their bids as per the standard formats available at the e-market place.~~ (This point is not applicable)

5. ~~The bidders should scan and upload copies of Registration document and [Online payment receipt](#) towards EMD. The bidders shall sign on all the documents, uploaded by him, owning responsibility for their correctness/ authenticity.~~ (This point is not applicable)

6. ~~After uploading the documents the attested copies (to be attested by a Gazetted Officer) of the uploaded documents (except the Price bid / offer) are to be submitted by the successful bidder either in person or through by courier or post to the Tender Inviting Authority, before entering into agreement, within the stipulated time. The department will not take any responsibility for any delay receipt / non receipt of attested certificates / documents, from the successful bidder before the stipulated time. If any successful bidder fails to submit the attested hard copies of uploaded certificates / documents, within the stipulated time or if any variations is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. Besides this, the department will invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender process.~~ (This point is not applicable)

7. The SVBC will not hold any risk and responsibility for the non-visibility of the scanned ~~and uploaded~~ documents.

8. If the lowest bidder backs out at the time of agreement, penalty of forfeiture of EMD will be imposed and business of the agency will be suspended for period of three years with all the Departments in A.P in respect of conventional tenders also vide G.O.Ms.No.259 of T, R&B (R.V) dept., dated 6.9.2008.

General Terms & Conditions

~~1. Transaction fee: All the participating bidders shall pay a transaction fee (non-refundable) for **Rs.1,793/-** (0.03% of estimate contract value + 18% service tax) in favour of APTS, Vijayawada. (This Point is not applicable)~~

2. All the participating bidders have to pay the E.M.D amount of Rs 50,000/- (Rupees Fifty Thousand only) by way of Demand Draft in favour of Chief Executive Officer , Sri Venkateswara Bhakti channel, Tirupati.

~~All the participating bidders have to pay the E.M.D. of **Rs 50,700-00** by way of **On-line payment / Challan / BG** through e-procurement portal only. The EMD paid through NEFT / RTGS mode to any account or through DD will be summarily rejected. (This point is not applicable)~~

~~Name of Account holder: EO, TTD — EMD, TTD EMD Account No.013110100031399, UNION BANK OF INDIA, IFSC Code: UBIN0801313, MICR No. 517026071. (Online payments to any other accounts & EMD paid through Demand draft will be summarily rejected). (This point is not applicable)~~

~~The EMD online payment is to be made through e-procurement portal only. (This point is not applicable)~~

~~The EMD Account details furnished is for obtaining Bank Guarantee only. The EMD paid through NEFT / RTGS mode or through Demand Draft will be summarily rejected. (This point is not applicable)~~

~~3. The successful bidder has to pay the further EMD @ 2.5% of TCV less the EMD already paid by way of DD/BG at the time of conclusion of Agreement. (This point is not applicable)~~

~~If, the tenderer submits EMD in the form of BG at the time of tender and successful, then the total EMD of 2½% is to be paid in the form of DD / BG (valid for contract period i.e. of Six (6) Months + Defect liability period of Two Years + 28 days). (This point is not applicable).~~

~~**Class of contractor Eligible:** Original Equipment Manufacturer(OEM)/ Distributor /Authorised Dealership from OEM who is having minimum 3 years of Experience in Supply of Switcheer along with Control Panel in any Television Studios and any Television Broadcasting channel. (This point is not applicable).~~

4. ~~Class I Electrical contractors in TTD/Govt. having valid A Grade license. The eligible intending bidders would be required to enroll themselves on the e-procurement market place www.approcurement.gov.in and submit their bids online. (This Paragraph is not applicable)~~

- ~~5. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable. (This point is not applicable)~~
- ~~6. The successful bidder shall pay 0.04% of estimate contract value towards e-procurement corpus fund by on-line payment in favour of Managing Director, Andhra Pradesh Technology Services, Vijayawada at the time of conclusion of agreement which is enabled on e-procurement platform in the name of accepted bidder. (This point is not applicable)~~
- ~~7. "The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform." (G.O.Ms.No.6, dt: 28/02/2005 of IT & C Dept., Govt. of AP). (This point is not applicable)~~
- ~~8. As per the G.O.Ms 174, I&CAD (PW REFORMS) Department dated 01-09-2008, if the successful bidder is found defaulting in submission of hard copies of uploaded certificates / documents, within the stipulated time, i.e., before concluding the agreement or if any variations is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. (This point is not applicable)~~
- ~~9. Tenders with an excess of above 5% of the estimated contract value shall not be allowed to quote in online and the tender percentage to be quoted should be inclusive of all taxes excluding GST. (This point is not applicable)~~
10. Taxes & Duties.
 - (i) The rates mentioned in the BOQ are basic rates excluding GST and applicable GST will be reimbursed / paid as per actuals on production of proof.
 - (ii) The bidders are requested to quote the Tender percentage excluding GST.
 - (iii) Statutory deductions will be made as per norms, if applicable. Any modalities imposed on GST by the Government from time to time, the same will be implemented.

TENDER

Date:

To
The Chief Executive Officer,
Sri Venkateswara Bhakti Channel,
Tirupati.

Sir,
I / We do hereby tender and if this tender be accepted, under take to execute the following work viz.....
..... as shown in the drawings and described in the specifications deposited in the office of the Chief Executive officer, Sri Venkateswara Bhakti Channel , with such variations by way of alterations or additions to, and commissions 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 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 agreed to keep the offer in this tender valid for a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to SVBC.
I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the A.P.S.S. and the preliminary specifications therein and the A.P.S.S. (Andhra Pradesh Standard Specifications) addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the SVBC based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.
I/WE enclosed to my/our application for tender schedule a crossed demand draft (No.....dated:.....) for Rs.....as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the Chief Executive officer, Sri Venkateswara Bhakti Channel shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work enjoined in A.P.S.S.
IF MY/OUR tender is not accepted, the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of One month 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 SVBC as security for the due fulfilment of this contract. If upon written intimation to me/us by the Chief Executive Officer, Sri Venkateswara Bhakti Channel, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Chief Executive Officer, Sri Venkateswara Bhakti Channel or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement, 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 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 Chief Executive Officer Sri Venkateswara Bhakti Channel shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of Sri Venkateswara Bhakti Channel.

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

Name	Qualified

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

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

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

TENDERERS / CONTRACTOR’S CERTIFICATE:-

1. I/WE hereby declare that I/We have perused in detail and examined closely the Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement.

2. I/WE certify that I/We have inspected the site of the work before quoting my Quotation. I /We have satisfied about the quality, availability and transport facilities for stones, sand and other materials.
3. I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
4. I/WE hereby declare that I/We will pay an additional security deposit if required as per Tender conditions.
5. I/WE hereby declare that I am/we are accepting to reject my tender in terms of tender conditions.
6. I/WE hereby declare that I/We will not claim any price escalation.
7. I/WE hereby declare that I am/We are accepting for the defect liability period as 24 months instead of 6 months under clause 28 of APSS.
8. ~~a) I/WE declare that I/WE will procure the required construction materials including earth and use for the work. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I/WE shall ensure smooth and un-interrupted supply of materials. (This point is not applicable)~~
- ~~b) I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us. (This point is not applicable)~~
- ~~c) I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage excess or less ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to; the department after completion of work. (This tender is a supply tender , Hence 8.a, 8.b, 8.c is not applicable for this tender)~~
- d. I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
9. I/WE declare that I/WE will execute the work as per the mile stone programme, and if I/WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
10. I / WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

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

Address of the Tenderer:

Phone No.:

Fax No.:

CONTRACTOR.

INSTRUCTIONS TO TENDERERS

A-GENERAL

Name of work: Hiring of Data Centre Streaming Space for SVBC

REQUIREMENTS:-

A. Full –2K Quality Streaming Server for One Year Contract

Hiring of Data Centre Streaming Space in India

7 Channels –Telugu, Tamil, Kannada & Hindi and additional 03 Channels for Event Live streaming (Point to Point)

Mobile Streaming Compatible

Concurrent – Unlimited Viewers

Bandwidth / Traffic Per Month – UNLIMITED TB

Transcoder Enabled to Avoid Buffering

Adaptive Bitrate

Simultaneous YouTube Live and FB Live from server

Ads Free Relay

Viewable in Smart TV's

Embed Code Available to Paste on Your Website

RTMP PLAYBACK URL FOR 3 CHANNELS - INCLUDED

No.of Channels – 07

Maximum Bitrate per Channel -5000

Concurrent Viewers for 7 Channels -25000

Protocal: HLS/RTMP / RTSP / HTTPS /SDP /UDP

CDN CENTRES – World Wide

Special key and FMS Url

B. Online Radio – Zero Downtime

Unlimited Viewers, 320 Kbps Bitrate

Bandwidth Unlimited

C. SVBC IOS APP AND ANDROID APP and ANDROID TV , APPLE TV, FIRETV , WEBSITE MAINTENANCE,UPDATATIONS FOR 4 CHANNELS AND RADIO

APP MAINTANACE DETAILS:

Identifying and fixing software bugs or errors that may arise after the app's initial release.

Updates and Upgrades:

Keeping the app up-to-date with the latest technologies and trends.

Introducing new features or enhancing existing ones to meet changing

user needs.

Performance Monitoring:

Regularly monitoring the app's performance, identifying bottlenecks, and optimizing code for better speed and responsiveness.

Security Updates:

Implementing security patches to address vulnerabilities and protect against potential threats.

Conducting security audits to identify and mitigate risks.

Compatibility Checks:

Ensuring that the app remains compatible with various devices, operating systems, and third-party services.

Server Maintenance:

Managing and maintaining server infrastructure to ensure optimal performance and availability.

Data Backups:

Regularly backing up app data to prevent data loss in case of unexpected issues or disasters.

User Support:

Addressing user queries and issues through customer support channels.

Providing user assistance for technical problems or feature inquiries.

Compliance Updates:

Keeping the app compliant with industry regulations, data protection laws, and other relevant standards.

User Interface (UI) and User Experience (UX) Improvements:

Enhancing the app's design, usability, and overall user experience based on feedback and usability testing.

Analytics and Reporting:

Analyzing user behavior, collecting feedback, and using data-driven insights to make informed decisions about improvements and updates.

Documentation Updates:

Updating documentation for developers, administrators, and end-users to reflect changes in the app.

Performance Testing:

Conducting regular performance testing to identify any issues related to scalability and resource usage.

Reviewing Third-Party Integrations:

Ensuring that third-party integrations are up-to-date and functioning correctly.

Regulatory Compliance:

Staying informed about and adhering to any changes in legal or regulatory requirements that may affect the app.

D. 25 E-Mail Accounts with 200GB Storage

E. 5TB Storage FTP for FAST File Transfer 100MB Per Second

FTP File upload with Dedicated Website which includes

Web Application Main Modules

- Admin Area
- Admin login
- Forgot password
- User profile update
- Change Password
- Create unlimited users
- Delete users
- Suspend Users
- View list of users
- View user uploaded files
- Download uploaded files
- Delete Uploaded files from the server
- User Area
- User login
- Forgot password
- User profile update
- Change Password
- Upload Files to the server
- View uploaded files
- Download uploaded files
- Delete uploaded files
- File privacy protection from other users

Other features

- Open SSL security
- Secured login access
- Large file upload option
- Customized web development
- Portable web development as multiple installations can be done after

some

- customizations.

Estimated Cost Value = Not applicable

Total ECV (Estimated Cost Value) = Not applicable

a. Period of completion : **Hiring for 1 year**

b. .The Chief Executive Officer, Sri Venkateswara Bhakti Channel, Tirupati invites tenders Manual Tenders.

~~4. Online bids for the above work will be received from Original Equipment Manufacturer (OEM)/ Distributor /Authorised Dealership from OEM who is having minimum 3 (5 years) years of Experience in Supply of Switchers along with control Panel in any Television Studio or any Television Broadcasting channels are eligible for to Participate in this Open Tender. (Strick out work is not applicable)-.~~

The bids will be opened by the Committee appointed for the purpose and commercial bids will be opened by the Chief Executive Officer, Sri Venkateswara Bhakti Channel or his nominee at his office, 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 scrolled in SVBC or published in News papers or sent through Fax / telegrams to all those who purchased the tender documents.

~~The successful tenderer is expected to complete the work within the time period specified in the NIT.~~ (Not Applicable)

2. Firms Eligible to Tender:

2.1 The Firms who

- Possess the valid Proof mentioned in the NIT and satisfy all the conditions therein.
- are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business
- Have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

2.2 Firms Ineligible to Tender:

- A retired officer of the Govt. Of AP or Govt. Of India executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

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

3. Qualification data of the Tenderers

3.1.1 The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

- a) Check List to accompany the tender (in Annexure-I).
- b) Attested copies of documents relating to the Registration of the firm i.e copy of Company Incorporation Certificate / Proprietorship / Firm Registration, Copy of GST Registration, Latest Income Tax Clearance certificate, etc.

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

- e) ~~Relevant Documents for Similar works executed in last 3 years—Value of similar works executed every year during the last five financial years (i.e., from 2018-2019 to 2022-2023) in Statement—I. (Strike out lines are not applicable)~~
- d) ~~details of similar works completed in the name of the tenderer as Prime Contractor during the last five financial years i.e., from 2018-2019 to 2022-2023 showing year wise break up of value of work executed in Statement—II. (Strike out lines are not applicable)~~
- e) ~~Year wise specified quantities executed by the tenderer during the last five financial years in Statement—III (Strike out lines are not applicable)~~
- f) ~~Details of the existing commitments i.e., works on hand and works for which tenders are submitted in Statement—IV (Strike out lines are not applicable)~~
- g) ~~availability of key personnel for administration / site management and execution viz., technical personnel required for the work;~~

~~Graduate Engineer (Elec) 1 No.~~
~~Diploma Holder (Elec) 1 No.~~

(Strike out lines are not applicable)
- h) information regarding any litigation, with Government during the last five years, in which the Tenderer is involved in (Statement – V)
- i) ~~Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources such as solvency etc]; (Strike out lines are not applicable)~~
- j) ~~the proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. (This point is not applicable)~~
- k) ~~The particulars of quality control testing Lab owned, OR tie up with established quality control testing laboratories. (This point is not applicable)~~
- l) ~~Tenders from Joint Ventures are not acceptable unless specifically stated otherwise. This point is not applicable)~~

3.1.2 QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.

- A) ~~To qualify for opening the Price Bid each contractor / firm in its name, should have, during the last five financial years from 2018-2019 to 2022-2023 (specify the financial years; those immediately preceding the financial year in which the tenders are invited). (This point is not applicable)~~
- (i) ~~Satisfactorily completed as a PRIME CONTRACTOR, similar works of value not less than **Rs 50,64,000-00** [at current price level] in any one year. (This point is not applicable)~~

~~**Note:**—The cost of completed works of previous years shall be given weightage of 10% per year to bring them to current price level, (the financial year in which bids are invited). (This point is not applicable)~~

~~B) —The tenderer should have executed the following minimum quantities in any one financial year during the last five financial years i.e., from **2018-2019** to **2022-2023**. (This point is not applicable)~~

Sl.No.	Description of work	Quantity
1)	Supply of assorted sizes of UG Cables	700 Mtrs

- ~~C) —Each bidder should further demonstrate:~~
- ~~(i) Availability (either owned or leased or to be procured against mobilisation advance of the following key and critical equipment for this work.)~~

S.No.	Equipment Type and Characteristics	Minimum No. required.
—	—	—

- ~~**Note:**—The major equipment to attain the completion of works in accordance with the prescribed construction schedule, is to be shown in the above table. (This point is not applicable)~~
- ~~(ii) —Liquid assets and / or credit facilities of not less than **Rs 25,32,000-00** (Credit facility / letter of credits / Solvency certificates from Banks etc). (This point is not applicable)~~

(D) Bid capacity.

~~The tenderer who meets the above qualification criteria and whose available bid capacity is more than the estimated contract value will be qualified for opening of Price bid. The available bid capacity will be calculated as under: (This point is not applicable)~~

~~Available Bid Capacity : ————— **2AN-B > Rs 50,63,302-84** (This point is not applicable)~~

- ~~Where,~~
- ~~A = —Maximum value of works executed in its name in any one financial year during the last five financial years (updated to current Price level) taking into account the works completed as well as works in progress. (This point is not applicable)~~
- ~~N = —Number of years prescribed for completion of the work for which Tenders are invited [months / 12]. (This point is not applicable)~~
- ~~B = —Updated value (at current Price level), of all existing Commitments i.e., ongoing works, works likely to be awarded to be executed during the **2023-2024** year. (Period of completion for which Tenders are invited). (This point is not applicable)~~

~~Annual turnover, cost of completed works and balance works on hand etc., shall be updated by giving weightage of 10% per year to bring them to current price level. (This point is not applicable)~~

~~No relaxation will be given to any of the qualification criteria. (This point is not applicable)~~

Note: a) ~~Sub-contractor's experience, in his name will be taken in to account in determining the Tenderer's compliance to the Qualification criteria, if it is as per GO Ms No.8, dt. 8.1.2003. (This point is not applicable)~~

~~b) The experience gained in a registered JV firm to the extent of the tenderer's share shall be considered if the tenderer happens to be the lead partner, for similar works criteria also. (This point is not applicable)~~

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

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

~~**Tenders with an excess of above 5% of the estimated contract value (Percentage tender) shall summarily be rejected as per GO Rt No.230, TR&B (RI) Dept. dt.13-08-2007.** (This point is not applicable)~~

~~For tenders up to 25% less than the estimated contract value of work, no additional security deposit is required. But for tenders less than 25% of the estimated Contract Value of work, the difference between the tendered amount and 75% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Demand Draft on a Nationalized Bank / Scheduled bank. (This point is not applicable)~~

a) ~~If the percentage quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected. (This point is not applicable)~~

b) ~~A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause 6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction. (This point is not applicable)~~

4 One Tender per Tenderer:

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

5 Cost of Tendering

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

6 Site Visit.

6.1 ~~The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expense. (This point is not applicable)~~

6.2

B. TENDER DOCUMENT

7 Contents of Tender document.

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

Technical bid

1. A copy of Company Profile
2. PAN Card
3. GST registration Certificate
4. Demand Draft for E.M.D purpose paying in favour of Chief Executive Officer , S.V. Bhakti Channel, Tirupati.
5. Income tax returns of the last 3 years.
 - 1) ~~Notice Inviting Tenders (NIT)~~
 - 2) ~~Instruction to Tenderers~~
 - 3) ~~Qualification information~~
 - 4) ~~Conditions of Contract.~~
 - 5) ~~Specifications.~~
 - 6) ~~Forms of Securities~~

Price bid

Bill of Quantities and Price bid.
Part-II (Reimbursable provisions)

8 Clarification on Tender Documents

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

~~9 Pre Bid Meeting~~

~~9.1 The details presented in this Bidding Document have been compiled with all reasonable care. However, it is the Bidder's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.~~

~~9.2 Bidder shall examine the Bidding Document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification in the pre-bid meeting.~~

~~9.3 Pre-bid Meeting will be held at 3.00 PM IST on _____ in the chamber of the Chief Engineer, TTD, Tirupati. Bidders can send their queries to the S.E(Elec), TTD Administrative Building, K.T. Road Tirupati-517501 Only. The queries received 2 days prior to the Pre Bid Meeting will be answered. The entry to the Pre-Bid Meeting will be limited to One person per bidder and they should carry valid authorization letter on company's letter head.~~

~~9.4 Only queries reaching TTD within 2 working days (before 17:00 hrs) prior to Pre-Bid Conference will be taken for consideration.~~

~~9.5 Queries shall be sent to O/o the Superintending Engineer Elec., TTD Administrative Building, K.T. Road Tirupati-517501. The clarifications for queries received by the TTD up to specified time will be up-loaded as corrigendum on <https://tender.apcprocurement.gov.in>.~~

~~9.6 The response to queries/ clarifications of the bidders shall not form part of Bidding Document unless issued as an Amendment/Addendum.~~

~~9.7 The bidder shall sign the copy of the Minutes of the Pre-bid meeting and scan and enclose along with all other documents. Clarifications furnished in the pre-bid meeting shall be the part of the bid document. Not attending the meeting, does not relieve the tenderers from the decisions taken at the pre-bid meeting. Failure to comply the same, such tenders are liable for rejection. (Above Mentioned strike points are not applicable).~~

10 Amendment to Tender Documents

10.1 Before the last date for submission of tenders, the tender inviting officer may modify the contents of the Tender Notice, Tender documents by issuing amendment / addendum in SVBC web site www.svbcttd.org.

10.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers/ e-Procurement/ SVBC web site www.svbcttd.org. site in which NIT was published. (Strike out words are not applicable) .

10.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for

C. PREPARATION OF TENDERS.

11 Language of the Tender.

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

12 Bid Offer:

~~**12.1** Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document as Volume - II. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Chief Executive Officer, Sri Venkateswara Bhakti channel, or as set forth in the conditions of the contract. The Schedule "A" shall contain the details of the work. The percentage quoted by the contractor shall be applicable only to Schedule "A" items. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated at the space provided therein in Schedule 'A'. The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The over all tender percentage should be written both in words and figures. (Strike out lines are not applicable)~~

~~**12.2** The Schedule A (or Price bid) contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work. (This point is not Applicable)~~

12.3 The bid offer shall be for the whole work and not for individual items / part of the work.

12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage / rate quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified in Part.II of Price bid

~~**12.5** The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc. (This point is not Applicable)~~

12.6 Charges payable to APTS: (This point is not Applicable)

~~The successful bidder will pay further fee @ 0.04% of ECV / TCV i.e., payable to APTS.~~

~~Once the L1 bidder is finalized, the system automatically generates the e-Procurement fund (corpus fund) to be paid. The option for payment of e-Procurement fund (Corpus fund) is enabled to bidders/contractors in their login.~~

~~(The ceiling amount of Transaction fee for works costing ECV up to Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above Rs 50.00 Crores the ceiling amount of transaction fee is Rs 23,000/-) to create e-procurement corpus fund to be administered by APTS. The above fee is payable by the successful bidder through online payment only which is enabled on e-procurement platform in the name of accepted bidder at the time of conclusion for the agreement.~~

13 Validity of Tenders:

13.1 Tenders shall remain valid for a period of not less than three months from the last date for receipt of Tender specified in NIT.

13.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

13.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D. for a period of the extension.

14 Earnest Money Deposit and Security Deposit

14.1 The Tenderer shall furnish, Earnest Money Deposit as specified in NIT. The Tenderers are requested to pay ~~by way of On-Line payment / BG~~ only through Demand Draft for an amount of Rs 50,000/- in favour of Chief Executive Officer, S.V.Bhakti Channel (Strike out lines are not applicable).

14.2 The successful tenderer has to pay 2.5% of the tender value towards the security deposit and it will be retained till completion of service. The security deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

14.3 ~~The Successful tenderer has to pay the Balance EMD @ 2.5 % of ECV / TCV whichever is higher less the EMD already paid at the time of conclusion of the Agreement. (not applicable)~~

14.4 The E.M.D. shall be forfeited.

- (a) if the Tenderer withdraws the Tender during the validity period of Tender.
- (b) in the case of a successful Tenderer, if he fails to sign the Agreement for whatever the reason.

14.5 In consideration of the Chief Executive Officer/ any one appointed by Chief Executive Officer Sri Venkateswara Bhakti Channel ~~Executive Engineer / Superintending Engineer / Chief Engineer, T.T.Devasthanams~~ undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the S.V.Bhakti channel ~~T.T.Devasthanams~~ in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of three months. (Strike out lines are not applicable)

D. SUBMISSION OF TENDERS.

15 Submission of Tenders:

15.1 The tenderer shall invariably ensure that the photo scanned copies of the following documents are submitted in Technical Bid ~~uploaded and attached online.~~

As per the Annexure-I Check list.

15.2 ~~Bids submitted in offline sealed cover system shall not be considered for evaluation. (Not applicable)~~

16 Last date / time for Submission of the Tenders.

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

16.2 The Chief Executive Officer , S.V.Bhakti Channel ~~Superintending Engineer / Chief Engineer, TTDs,~~ may extend the dates for Bid submission / Price bid opening of Tenders by issuing an amendment in which case all rights and obligations of the Chief Executive Officer , S.V.Bhakti Channel ~~Superintending Engineer/Chief Engineer~~ will remain same as previously.

17 Modification to the Tender.

17.1 ~~Tenderers may modify their bid submitted online before the last date / time prescribed in NIT. (not applicable)~~

E. TENDER OPENING AND EVALUATION

18 Tender opening

18.1 The Tender opening authority shall open the bids ~~online~~ in stipulated date and time of opening specified in NIT.

18.2 The Technical Bid will be opened on the date & time prescribed. ~~The tenderer can view the documents of all participant bidders online once the technical bid is opened. In case of any objection in the technical evaluation of Tender / Bid, the tenderers who participate in the tender or bid shall raise the objection in writing the period of technical evaluation i.e., 3 days for minor works (More than Rs.50 lakhs & upto Rs.10.00 Crores value bids) and 5 days for major works (more than Rs.10.00 crores value bids) and his representation at a later date will not be considered. In Case any Tenderer / any representative behalf of tenderer may attend during Technical Evaluation time and He/she may be permitted to check Technical bid of other firms for rising any objections .(strike out lines are not applicable)~~

18.3 ~~If there is no objection received within the period specified above, the financial bid will be opened by the competent authority. In Case of any objection raised by the tenderer / representative on behalf of Tender, the tender opening authority shall process the same with his / her remarks to the Tender Evaluation Committee next higher authority for taking a decision by the Committee competent authority before opening the financial bid, and the decision taken by Technical Evaluation Committee the next higher authority is final and binding on the tenderers. (Strike out lines are not applicable)~~

19 Price Bid Opening:

19.1 Only the Price Bids of qualified Tenderers whose technical Bids are found satisfying the eligibility criteria shall be opened.

19.2 In case of any ambiguity or dispute, the decision taken by the Tender Evaluation Committee / Accepting Authority on tenders shall be final.

20 Evaluation and Comparison of Price Bids

- 20.1 The Evaluation committee headed by Chief Executive Officer, S.V.Bhakti Channel ~~Superintending Engineer~~ will evaluate and compare the price bids of all the qualified Tenderers. (Strike out words are not applicable).
- 20.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.
- 20.3 Selection of Tenderer among the lowest & equally quoted tenderers will be in the following orders:
- The tenderer whose bid capacity is higher will be selected.
 - In case the bid capacity is also same, the tenderer whose annual turnover is more will be preferred.
 - Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

21 Process to be Confidential.

- 21.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
- 21.2 No Tenderer shall contact the Chief Executive Officer, S.V.Bhakti Channel ~~Superintending Engineer~~ or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Chief Executive Officer, S.V.Bhakti Channel ~~Superintending Engineer~~, It should be done so in writing.
- 21.3 Before recommending / accepting the tender, the tender recommending / accepting/ Evaluation Committee authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.
- 21.4 Tenders will be finalized by the Technical Evaluation Committee headed by Chief Executive Officer, S.V.Bhakti Channel ~~Executive Engineers / Superintending Engineers / Chief Engineer / Executive Officer / TTD Board~~ according to the powers vested with them. (Strike out words are not applicable)

F. AWARD OF CONTRACT

22 Award Criteria

- 22.1 The Chief Executive Officer, S.V.Bhakti Channel ~~Executive Engineer / Superintending Engineer / Chief Engineer~~ will award on the Basis of Technical Evaluation Committee ~~or recommend to the Competent tender accepting authority~~ for award of the contract to the Tenderer who is found Technically qualified as per the Tender conditions and whose price bid is lowest. (Strike out words are not applicable)
- 22.2 The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

23 Notification of Award and Signing of Agreement.

- 23.1 The Tenderer whose Tender has been accepted will be notified, of the award of the work by the Chief Executive Officer, S.V.Bhakti Channel ~~Executive Engineer / Superintending Engineer / Chief Engineer~~, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the S.V.Bhakti Channel ~~T.T.Devasthanams~~ will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount"). (Strike out words are not applicable)
- 23.2 When a tender is to be accepted the concerned tenderer shall attend the office of the Chief Executive Officer, S.V.Bhakti Channel ~~Executive Engineer / Superintending Engineer~~ concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the the Chief Executive Officer, S.V.Bhakti Channel / anyone appointed by Chief Executive Officer ~~Executive Engineer / Superintending Engineer / Chief Engineer~~, of acceptance of his tender, ~~the tenderers shall make payment of the balance E.M.D., and~~ additional security deposit wherever needed by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Nationalized / Scheduled Bank with a validity period of months, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Chief Executive Officer / any one appointed by Chief Executive Officer ~~Executive Engineer / Superintending Engineer's office~~ on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the S.V.Bhakti channel ~~T.T.Devasthanams~~ 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 S.V.Bhakti Channel ~~T.T.Devasthanams~~.
- 23.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. ~~This shall be done along with submission of all the uploaded documents, attested copies of uploaded documents, Online~~

~~payment receipt / Challan for EMD, Bank Guarantee / Demand Draft for balance EMD, APTS charges online payment only which is enabled on e-procurement platform in the name of accepted bidder and other documents if any.~~ On failure to do so his tender will be cancelled without issuing any further notice and action will be initiated for black listing the tenderer. (Strike out lines are not applicable)

24 Corrupt or Fraudulent Practices

24.1 The Government require that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the S.V.Bhakti Channel ~~T.T.Devasthanams~~.

- (a) Define for the purposes of the provision, the terms set forth below as follows:
 - (i) "Corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a S.V.Bhakti Channel ~~T.T.Devasthanams~~ official in procurement process or in contract execution: and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the S.V.Bhakti Channel ~~T.T.Devasthanams~~ and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the S.V.Bhakti Channel ~~T.T.Devasthanams~~ of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a S.V.Bhakti Channel ~~T.T.Devasthanams~~ Contract.
- (d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

QUALIFICATION INFORMATION
Annexure –I

CHECKLIST TO ACOMPANY THE TENDER

S. No	Description	Submitted in Cover 'A'	Page No. (see Note below)
1	2	3	4
1	Copies to be submitted		
1(a)	A Photo copy of Company Profile and copy of registration certificate.	Mandatory	
1(b)	Photo Copy of PAN Card	Mandatory	
1(c)	Photo copy of GST registration	Mandatory	
1.(d)	EMD , Demand Draft amount Rs 50,000/- in favour of Chief Executive Officer	Mandatory	
1.(e)	Income tax returns for last 3 years	Mandatory	
2	The declaration towards not black listed type in their letter head with signature	Mandatory	
3	Tender document full sent with signature and Seal (comply)	Mandatory	

DECLARATION

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

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

Signature of the Tenderer

STATEMENT—I

~~Details of value of similar works executed in each year during the last five financial years~~
~~by the Tenderer.~~

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

a) ~~Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate.~~

Signature of the Tenderer

STATEMENT—II

~~Details of similar works completed in the Name of the Tenderer during the last five financial years.~~

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

~~_____~~

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

~~Attach certificates issued by the concerned and showing work wise / year wise value of work done and date of completion.~~

Signature of the Tenderer

STATEMENT—III

~~Physical quantities executed by the Tenderer in any one financial year during the last five financial years.~~

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									

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

Signature of the Tenderer

STATEMENT – IV

Details of Existing Commitments

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

A) Existing Commitments on ongoing works:

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

Signature of the Tenderer

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

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

Signature of the Tenderer

STATEMENT – V

Availability of Key personnel

~~Qualification and experience of key personnel to be deployed for executed of the contract.~~

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

Signature of the Tenderer

STATEMENT – VI

Information on litigation history in which Tenderer is the Petitioner.

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

Signature of the Tenderer

(Strike out statements are not applicable)

BID CAPACITY
(To be filled by the Tenderer)

1) Name of the work_____:

2) Due on_____:

3) Name of the Tenderer_____:

A: ~~Maximum value of similar works executed in its name in any one financial year during the last five financial years (updated to current price level) taking into account the works completed as well as works in progress.~~ :

N: ~~Number of years prescribed for completion of work for which Tenders are invited (Months / 12)~~ :

B: ~~Updated value (at current price level), of all existing commitments i.e., ongoing works, works likely to be awarded to be executed.~~ :
~~(Period of completion for which Tenders are invited).~~
~~(Supported by necessary certificate).~~

4) Estimate value (put to Tender) :

_____2AN B_____ : _____

_____Certified that the particulars noted above are correct to the best of my knowledge

~~Signature of the Tenderer~~

(Above Strike out Matters not Applicable)

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Chief Executive officer, SVBC/ The committee/ any Authorised person assigned by C.E.O, S.V.B.C 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. Chief Executive Officer Decisions:

2.1 Except where otherwise specifically stated, The Chief Executive officer, SVBC/ The committee/ any Authorised person assigned by C.E.O, S.V.B.C will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

3.1 The Chief Executive officer, SVBC may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

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

5. Sub-contracting:

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

6. Other Contractors:

6.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Chief Executive Officer , S.V.Bhakti Channel.

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 Chief Executive Officer / Anyone appointed by Chief Executive Officer , S.V.Bhakti Channel Engineer in charge. The Chief Executive Officer / Anyone appointed by Chief Executive Officer , S.V.Bhakti Channel Engineer in charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule. (Strike out points not applicable)~~

~~7.2 Failure to employ the following minimum required technical personnel by the contractor the following amounts will be recovered from the contractor over and above the provision made in part two of schedule A from the contractors bills.~~

S.No	Contract value of works to be executed.	Technical staff to be employed	For non-employment of the technical staff, rates of recovery per month
1	More than Rs.15.00 Lakhs.	One Graduate Engineer (Elec) & one Diploma Holder (Elec)	Rs 66,900/-

7.3 The technical personnel should be on full time and available at site whenever required by Engineer in Charge to take instructions.

7.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.

7.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

7.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.

7.7 If the Engineer-in-charge asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

8 Contractor's Risks:

~~8.2 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor. (This is Supply of Equipment Hence This point is not applicable)~~

9 Insurance:

Insurance is totally at the risk and responsibility of the Contractor from the Start Date to the end of the Defects Liability period i.e., 2 years after completion of the work for all the events.

10 Site Inspections: (This is Supply of Equipment Hence This point is not applicable)

~~The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges etc.~~

~~The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted percentage will be inclusive of land cost.~~

11 Contractor to Construct the Works:

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

~~12 Diversion of streams / Vagus / Drains.~~ This is Supply of Equipment Hence This point is not applicable)

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

~~12.1 No separate payment for bailing out sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation of soils from foundations or such other incidental will be paid. The percentage to be quoted by the contractor are for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be de-watered by the contractor himself at his expense, if that should be found necessary.~~

- ~~12.2 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Executive Engineer technically substantiating the proposals and approval of the Executive Engineer obtained for execution.~~
- ~~12.3 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.~~
- ~~12.4 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible..~~
- 13.1 *Coffer Dams:*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~Necessary cofferdams and ring bunds have to be constructed at the cost of contractor and same are to be removed after the completion of the work. The contractor has to quote his percentage keeping the above in view.~~
- 14.1 *Temporary Diversions (Works on Highways)*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~The contractor shall at all times carryout work on the highway in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the contractor shall in accordance with the directions of the Engineer in charge provide and maintain during the execution of the work a passage for traffic, either along a part of the existing carriage way under improvement or along a temporary diversion constructed close to the highway.~~
- ~~14.2 If in the opinion of the Engineer-in-Charge, it is not possible to pass the traffic on part width of the carriage way for any reason, a temporary diversion close to the highway shall be constructed as directed. It shall be paved with the materials such as hard morum, gravel and stone, metal to the specified thickness as directed by the Engineer-in-Charge. In all cases, the alignment, gradients and surface type of the diversion including its junctions, shall be approved by the Engineer-in-charge before the highway is closed to traffic.~~
- ~~14.3 The contractor shall take all necessary measures for the safety of traffic during construction and provide erect and maintain such barricades, including signs, markings, flags lights and information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer-in-charge.~~
- ~~14.4 The barricades erected on either side of the carriage way portion of the carriage way closed to traffic, shall be of strong design to resist violation and painted with alternative black and white stripe. Red lanterns or warnings lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.~~
- 15.1 *Ramps:*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~Ramps required during execution may be formed wherever necessary and same are to be removed after completion of the work. No separate payment will be made for this purpose.~~
- 16.1 *Monsoon Damages:*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.~~
- ~~16.2 The works to be Completed by the Intended Completion Date:
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 Chief Executive Officer / anyone appointed by Chief Executive Officer S.V.Bhakti Channel Engineer-in-Charge, and complete the work by the Intended Completion Date.~~
- 17.1 *Safety:*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~The Contractor shall be responsible for the safety of all activities on the Site.~~
- 18.1 *Discoveries:*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government / T.T. Devasthanams/ S.V.Bhakti Channle. The Contractor is to notify the Engineer in-charge of such discoveries and carry out the Engineer in-Charge's instructions for dealing with them.~~
- 19.1 *Possession of the Site.*** (~~This is Supply of Equipment Hence This point is not applicable~~)
~~The Department shall give possession of the site to the Contractor. If possession of a part site is given, the Department will ensure that the part site so handed over is amenable to carryout the work at site by the Contractor.~~

20.1 Access to the Site: (This is Supply of Equipment Hence This point is not applicable)
~~The Contractor shall provide the Engineer-in-Charge and any person authorised by the Engineer-in-Charge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.~~

21.1 Instructions:
The Contractor shall carry out all instructions of the Chief Executive Officer / anyone appointed by Chief Executive Officer , S.V.Bhakti Channel Engineer-in-charge and comply with all the applicable local laws where the Site is located.

22.1 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 any one Authorised person assigned by C.E.O, S.V.B.C 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 The Chief Executive officer, SVBC, the Contractor shall promptly proceed without delay to comply with such notice of decision.

15.2 If the Chief Executive officer, SVBC 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 Chief Executive officer, SVBC, the Contractor may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below:-

22.3 Settlement of Claims:

Any dispute arising out of this Agreement up to Rs.1,00,00,000/- has to be settled by way of negotiation and conciliation between the S.V.Bhakti Channel (Concerned Authority in This Case The Chief Executive Officer) and the Contractor.

~~If there is no cordial settlement between the parties, then the matter shall be referred to an In-house Arbitration for settlement of several small claims as mentioned below in order to save money and time of both parties:~~

~~22.3.(a): Claims up to the value of Rs.10,00,000/-
Superintending Engineer (of another circle working in TTD as decided by the Executive Officer, TTD)~~

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~~22.3.(b): Claims from Rs.10,00,001/- up to Rs.1,00,00,000/-
Chief Engineer (other than the person working in TTD and any other
person working in Government Department of AP) as decided by the
Executive Officer, TTD.~~

~~———— The Sole Arbitrator appointed as above shall conduct the
proceedings as per the provisions of Arbitration and Conciliation Act 1996
and amendments thereon, from time to time. The place of Arbitration is at
Tirupati. The Arbitration proceedings shall be conducted in English
Language. The Arbitrator is entitled the fee as per the Fourth Schedule of
Arbitration and Conciliation Act, 1996 and amendments thereon, from time
to time. Both parties shall bear the fee of the Arbitrator and expenses for
conducting Arbitration Proceedings equally. The Arbitrator shall dispose
off the proceedings strictly within the time as stipulated in Arbitration and
Conciliation Act, 1996 and amendments thereon, from time to time.~~

~~-~~

~~22.3. (C) : Claims above Rs.1,00,00,000/-~~

~~-~~

~~———— All the claims above Rs.1,00,00,000/- have to be settled
by approaching the Civil Court only by filing a civil suit, but not by way of
Arbitration. The Arbitration clauses mentioned under sub-clause 1(a) &
(b) above, are nothing to do relating to the claims more than
Rs.1,00,00,000/-.~~

~~-~~

~~———— The Courts at Tirupati, Chittoor District, Andhra Pradesh shall alone
have jurisdiction to entertain any such suit arising under this Agreement.~~

23 JURISDICTION:

For the purpose of this agreement all the transactions shall be deemed to have taken place Tirupati within the state ANDHRA PRADESH and the courts in Tirupati, ANDHRA PRADESH shall have jurisdiction over the matters arising under or out of this agreement.

B. TIME FOR COMPLETION

24 Program:

24.1 The Hiring of Data centre is for One year from date of commencement.

24.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by The Chief Executive officer, SVBC / anyone Authorised person assigned by C.E.O, S.V.B.C Certificate for the value of work done and completion of mile-stones will be required. Date of commencement of their programme will be the date for concluding agreement.

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

24.4 Rate of progress:

(i) Work shall be commenced within One week from date of work order.

ii) ~~Site Schedule of programme of handing over site to the contractor. (in case of piece mail handing over of site)~~-(This tender is supply of Equipment Hence this point is not applicable).

24.5 ~~The contractor shall commence the works on site within the period specified under condition 17.1 to 17.4 above after the receipt by him of a written order to this effect from the Chief Executive officer, SVBC/ anyone Authorised person assigned by C.E. , S.V.B.C and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by The Chief Executive officer, SVBC / anyone Authorised person assigned by C.E.O, S.V.B.C or be wholly beyond the contractor's. (This tender is supply of Equipment Hence this point is not applicable).~~

24.6 ~~Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, The Chief Executive officer, SVBC/ anyone Authorised person assigned by C.E.O, S.V.B.C will, with the Chief Executive officer, SVBC written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence /proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to The Chief Executive officer, SVBC/ anyone Authorised person assigned by C.E.O, S.V.B.C, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe; if the contractor suffers delay or incurs cost from failure on the part of The Chief Executive officer, SVBC/ anyone authorised person assigned by C.E.O, S.V.B.C to give possession in accordance with the terms of this clause, the Competent authority shall grant an extension of time for the completion of works. (This tender is supply of Equipment Hence this point is not applicable).~~

24.7 ~~The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.. (This Tender is Supply of Equipment Hence this point is not applicable).~~

24.8 ~~Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within~~

~~the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.~~

(This tender is only supply and there is no installation part, Hence Point From 24.5 to 24.8 is not applicable for this tender)

24.9 Delays and extension of time:

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by The Chief Executive officer, SVBC or by anyone authorised with approval from CEO, SVBC to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of The Chief Executive officer, SVBC, are undoubtedly beyond the control of the contractor. The Chief Executive officer, SVBC or anyone authorised by CEO, SVBC shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess of the actual working period so lost.

~~In the event of The Chief Executive officer, SVBC or anyone authorised by CEO, SVBC failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by any one Authorised person assigned by C.E.O , S.V.B.C whose decision will be final and binding. The contractor shall lodge in writing with any one Authorised person assigned by C.E.O, S.V.B.C 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. (This Tender is Supply of Equipment Hence this point is not applicable).~~

Whenever authorized alterations or additions made during the progress of the work (Supply of items) are of such a nature in the opinion of The Chief Executive officer, SVBC as to justify an extension of time in consequence thereof, such extension will be granted in writing by The Chief Executive officer, SVBC or other competent authority when ordering such alterations or additions.

25. Construction Programme:

~~25.1 .The Contractor shall furnish within One fortnight 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 Chief Executive officer, SVBC. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by The Chief Executive officer, SVBC. No revised program shall be operative without approval of The Chief Executive officer, SVBC.~~

~~25.2 .The Chief Executive officer, SVBC 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 Chief Executive officer, SVBC within 7 days of the direction to alter the order of progress of works.~~

~~25.3 The Contractor shall give written notice to The Chief Executive officer, SVBC 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 Chief Executive officer, SVBC 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.~~

(This tender is only supply and there is no installation part, Hence Point From 25.1 and 25.3 is not applicable for this tender)

26. Speed of Work:

~~26.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by The Chief Executive officer, SVBC. The contractor should furnish progress report indicating the programme and progress once in a month. The Chief Executive officer, SVBC 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 Chief Executive officer, SVBC. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Chief Executive officer, SVBC for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.~~

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

~~———— If, at any time, The Chief Executive officer, SVBC shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time there after, be lawful for The Chief Executive officer, SVBC to take suitable action in accordance with Clause.60 of APSS.~~

27 Suspension of works by the Contractor:

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

~~27.2 If the Contractor stops work for days and the Stoppage has not been authorised by The Chief Executive Officer, SVBC the Contract will be terminated under Clause 61 of APSS.~~

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

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

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

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

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

~~29.1 The Chief Executive Officer, SVBC/ anyone authorised by CEO, SVBC may instruct the Contractor to delay the start or progress of any activity within the Work.~~

30. ~~Early Warning:~~

~~30.1 The contractor is to warn anyone authorised by CEO, SVBC at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works~~

~~30.2 The Contractor shall cooperate with the anyone authorised by CEO, SVBC 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..~~

31. ~~Management Meetings:~~

~~31.1 The CEO, SVBC/ anyone authorised by CEO, SVBC may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.~~

~~C. Quality Control~~

32. ~~Identifying Defects:~~

~~32.1 The CEO, SVBC/ anyone authorised by CEO, SVBC 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 CEO, SVBC/ anyone authorised by CEO, SVBC may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.~~

33. ~~Tests:~~

~~33.1 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.~~

34. ~~Correction of Defects:~~

~~34.1 If CEO, SVBC/ anyone authorised by CEO, SVBC instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any.~~

~~34.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the CEO, SVBC/ anyone appointed by Engineer-in-Charge's notice.~~

35. ~~Uncorrected Defects:~~

~~35.1 If the contractor has not corrected the defect within the time specified in the CEO's notice, the CEO, SVBC/ anyone authorised by CEO, SVBC will assess the cost of having the defect corrected and the contractor will pay this amount.~~

~~-~~

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

~~35.3 The CEO, SVBC/ anyone authorised by CEO, SVBC may also introduce checklists, which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control engineer.~~

36. ~~Quality Control:~~

~~In addition to the normal inspection by the regular staff in-charge of the Construction of work, the work will also be inspected by the CEO, SVBC/ anyone authorised by CEO, SVBC and any other authorized external~~

~~Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Engineer in Charge of the execution of the work.~~

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

D. Cost Control

37. ~~Bill of Quantities:~~

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

~~37.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.~~

38. ~~Changes in the Quantities:~~

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

~~38.2 The payment of rates for such supplemental items of work will be regulated as under;~~

~~38.3 Supplemental items directly deducible from similar items in the original agreement.~~

~~38.4 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.~~

~~38.5 (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.~~

~~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 CEO, SVBC/ anyone authorised by CEO, SVBC. The rates for extra items shall be worked out by the contractor in coordination with CEO, SVBC/ anyone authorised by CEO, SVBC as per the conditions of the Contract and the same are binding on the Contractor~~

~~39.2 The contractor shall before the 15th day of each month, submit in writing to the CEO, SVBC/ anyone authorised by CEO, SVBC a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any~~

40 ~~Entrustment of additional items:~~

~~40.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of next higher authority shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.~~

~~40.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items (+) or (-) over all tender percentage accepted by the competent authority.~~

~~40.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Chief Executive Officer, SVBC being the authority next higher to the anyone authorised by CEO, SVBC, who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.~~

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

41. Cash flow forecasts:

~~41.1 When the program is updated, the contractor is to provide the CEO, SVBC/ anyone authorised by CEO, SVBC with an updated cash flow forecast.~~

42 Payment Certificates: (This tender is only supply and there is no installation part, Hence this point is not applicable)

~~42.1 The Contractor shall submit to the CEO, SVBC/ anyone authorised by CEO, SVBC monthly statements of the estimated value of the work completed less the cumulative amount certified~~

~~42.2 The CEO, SVBC/ anyone authorised by CEO, SVBC shall check the Contractor's monthly statement within 14 days .~~

~~42.3 The value of work executed shall be determined by the Chief Executive Officer/ anyone authorised by CEO, SVBC~~

~~42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.~~

~~42.5 The CEO, SVBC/ anyone authorised by CEO, SVBC may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.~~

43 Payments:

~~43.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books/ Stock Entry Books by Manger (Technical)/ Sr. Assistant (Technical Stores) /anyone authorised by CEO, SVBC and check measured by any officer not lower in rank than Manager (Technical)/Senior Manager (Technical). The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorised agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or his authorised representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorised agent and check measure them even in the absence of the contractor.~~

43.2 Payments :

Payment will be released after completion of period i.e. (03 Months) against invoice and advance stamped receipt etc. (i.e. quarterly for one year period).

~~Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfilment of the contract. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the CEO, SVBC/ anyone authorised by CEO, SVBC, and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due 35ctual35ent of the contractor under the certificate to be issued by the CEO, SVBC/ anyone authorised by CEO, SVBC. On completion of the entire works the contractor will receive the final payment of all the moneys due or payable to him under or by virtue of the contract except earnest money deposit retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit retained as security after a period of 12 Months (Warranty Period) as all defects shall have been made good according to the true intent and meaning thereof.~~

- 43.2.1 ~~In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or Contract conditions etc., such unauthorised payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the SVBC / Government or at any time there after from the deposits available with the Government / SVBC.~~
- 43.2.2 ~~Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.~~
- 43.2.3 ~~No claim shall be entertained, if the same is not represented in writing to the CEO, SVBC/ anyone authorised by CEO, SVBC within 15 days of its occurrence.~~
- 43.2.4 ~~The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.~~
- 43.2.5 ~~The contractor can claim part bills monthly once or unpaid amount accumulates to 20% of agreement value, which ever earlier, accordingly preparation & payment of part bill will be made by one week from the date of receipt of claim from the contractor. In the case of final bill, payment will be made within three weeks from the date of receipt of claim from the contractor, subjected to fulfilling the agreement conditions.~~
- 43.2.6 ~~Deposits will be refunded within two weeks from the date of receipt of request from the contractor, subject to fulfilling the agreement conditions.~~

43.3 Intermediate Payments:

- 43.3.1 ~~For intermediate Stage of work, only part rates as fixed by the Chief Executive Officer,SVBC will be paid.~~
- 43.3.2 ~~Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.~~
- 43.3.3 ~~Full rate shall be paid when the work is completed to the full profile as noted in the drawings.~~
- 43.3.4 ~~For earthwork in cutting, 10% of the quantity will be with held for intermediate payments and the same will be released after completing the work to the profiles as per drawings and disposal of the spoil material at the specified places and handing over the balance useful stone. For this purpose a length of 25 mts. will be taken as a Unit.~~
- 43.3.5 ~~For earthwork, embankment formation work, 10% of the quantity will be withheld for intermediate payments and the same will be released after completing the bund to the profiles as per drawings including trimming of side slopes and all other works contingent to the bund profile. For this purpose, 25 mts of length will be taken as a Unit.~~
- 43.3.6 ~~For the structure works either with masonry or concrete where the height of structure is more than three meters, the quantities executed in the lower level will be withheld at the rate of one percent for every three meters height, if the balance height o the structure work is more than three meters in being over the executed level and the same will be released only after the entire work is completed as certified by the Engineer-in-Charge.~~
- 43.3.7 ~~For C.M. & C.D. works and for lining works, spread over more than 2 Km. In length 5 percent of the concrete and Masonry quantities will be with held and the same will be released after completion of all C.M. & C.D. works and lining for the entire length certified by the Engineer-in-Charge.~~
- 43.3.8 ~~Where payment is intended for aggregates by Bill of Quantities item based on stack measurements, 10% of the quantity measured will be withheld. No payment or advance will be made for unfixed materials when the rates are for finished work in site.~~

- DELETED

44. Interest on Money due to the Contractor:

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

45. Certificate of Completion of works:

- 45.1 ~~Certificate of Completion of works:~~

~~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 CEO, SVBC/ anyone authorised by CEO, SVBC accompanied by an undertaking to carry out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the CEO, SVBC to issue a Certificate of completion in respect of the Works. The CEO, SVBC/ anyone authorised by CEO, SVBC 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 CEO, SVBC/ anyone authorised by CEO, SVBC's opinion,~~

~~required to be done by the Contractor before the issue of such Certificate. The CEO, SVBC/ anyone authorised by CEO, SVBC 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 CEO, SVBC of the Works so specified and making good of any defects so notified.~~

~~45.1.2 Similarly, the Contractor may request and the CEO, SVBC shall issue a Certificate of Completion in respect of:~~

~~45.1.3 Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and~~

~~Any substantial part of the Permanent Works which has been both completed to the satisfaction of the CEO, SVBC/ anyone authorised by CEO, SVBC and occupied or used by the Department.~~

~~45.1.4. If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the CEO, SVBC may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.~~

46.1 Taxes included in the bid:

~~46.2 The Percentage quoted by the contractor shall be deemed **to be exclusive of GST but including other Taxes** on all materials that the contractor will have to purchase for performance of this contract.~~

~~46.3 Any central or state sales and other taxes on completed item of works of this contract (other than clause 102) as may be levied and paid by the contractor are to be borne by himself /herself.~~

47. Retention:

~~47.1 The department shall retain from each payment due to the contractor @ the rate of 7.5% of bill amount until completion of the whole of the Works.~~

~~47.2 On completion of the whole of the Works, out of 7 ½ % retention amount, 5% will be re-paid to the Contractor and remaining 2 ½ % will be released when the Defects Liability Period has passed and the authorised staff by CEO, SVBC has certified that all the Defects notified by the CEO, SVBC/ staff authorised by CEO, SVBC to the Contractor before the end of this period have been corrected.~~

~~47.3 On completion of the whole works, the Contractor may substitute retention money with an "on-demand" Bank Guarantee.~~

48.1 Liquidated Damages:

~~48.2 If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Chief Executive officer SVBC too slow to ensure completion by the prescribed time or extended time for completion Chief executive Officer ,SVBC shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the CEO, SVBC/ anyone authorised by CEO, SVBC 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 Chief executive Officer ,SVBC under this clause the contractor shall seek the CEO, SVBC/ anyone authorised by CEO, SVBC 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.~~

~~48.3 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Chief executive Officer ,SVBC may without prejudice to any other method of recovery may deduct one tenth of one percent of contract value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value not as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.~~

~~48.4 The maximum amount of liquidated damages for the whole of the works may be ten percent of final contract price.~~

49 Mobilization Advance:

~~No advance whatsoever either for mobilization of machinery and materials of the execution of work will be given under any circumstances. The tender received with such conditions will be summarily rejected.~~

50.0 Securities:

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

51.1 Cost of Repairs:

- ~~51.2 Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.~~

E. Finishing the Contract

52.1 Completion:

- 52.2 The Contractor shall request the CEO, SVBC/ anyone authorised by CEO, SVBC to issue a Certificate of completion of the Works and the CEO, SVBC will do so upon deciding that the work is completed.

53.1 Taking Over:

- ~~53.2 The Department shall take over the Site and the Works within seven days of the CEO, SVBC/ anyone authorised by CEO, SVBC issuing a certificate of Completion..~~

54.1 Final Account:

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

55.1 Termination:

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

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the CEO, SVBC/ anyone authorised by CEO, SVBC.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The CEO, SVBC/ anyone authorised by CEO, SVBC 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 CEO, SVBC; and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgement of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

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

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

- 55.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible. The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.
- 56.1 Payment upon Termination:**
- 56.2 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the CEO, SVBC shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department.
- 57.1 Property:**
- 57.2 ~~All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the SVBC if the Contract is terminated because of Contractor's default.~~
- 58.1 Release from Performance:**
- 58.2 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the CEO, SVBC or the Contractor the CEO, SVBC shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions

59 Labour:

~~59.1 Accident Relief and workmen compensation :- (this point is not applicable)~~

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

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~~59.2 — In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the CEO, SVBC to retain such sum of money which may in the opinion of the CEO, SVBC/ anyone authorised by CEO, SVBC be sufficient to meet such liability. The opinion of the CEO, SVBC shall be final in regard to all matters arising under this clause.~~

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~~59.3 — The contractor shall at all times indemnify the SVBC or Govt. Of A.P. against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules thereunder or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.~~

60.1 Transportation of Labour:

- ~~1 — The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.~~

- ~~II — The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.~~
- ~~III — As per Govt. memo No.721/Gr.(1)/81-35, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Executive Engineer concerned before commencement of work.~~

61 Safety Measures:

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

62 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 whether for time or piecework notified by the Government from 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 labourers had been directly employed by him.~~
- ~~4 In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Executive Engineer.~~
- ~~5 The Executive Engineer shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.~~
- ~~6 The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.~~
- ~~7 As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.~~

- ~~8. Any violation of the conditions above shall be deemed to be a breach of his contract.~~
- ~~9. Equal wages are to be paid for both men and women if the nature of work is same and similar.~~
- ~~10. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Executive Engineer in writing.~~

63 Indemnity Bond:

Name of work:

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

64. Compliance with Labour Regulations:

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

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

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

- (a) ~~Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.~~
- (B) ~~Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.~~
- (c) ~~Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The benefits payable under the Act are:
Pension or family pension on retirement or death, as the case may be.
Deposit linked insurance on the death in harness of the worker.
Payment of P.F. accumulation on retirement/death etc.,~~
- (d) ~~Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.~~
- (e) ~~Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.~~
- (f) ~~Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.~~
- (g) ~~Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made form the wages of the workers.~~

- (h) ~~Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.~~
- (i) ~~Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.~~
- (j) ~~Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.~~
- (k) ~~Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.~~
- (l) ~~Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.~~
- (m) ~~Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.~~
- (n) ~~Inter State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.~~
- (o) ~~The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.~~
- (p) ~~Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.~~

66 Liabilities of the Contractor:

66.1 Accident Relief and workmen compensation:

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

~~66.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII-23 whether by the contractor, by the Government it shall be lawful for the Executive Engineer to retain such sum of money which may in the opinion of the Executive Engineer be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.~~

- 66.3 ~~The contractor shall at all times indemnify the Govt. of A.P. against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules thereunder or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.~~
- 67 Contractor's Staff, Representatives and Labour:**
- (a) ~~The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorise him to deal with all aspects of the day today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.~~
 - (b) ~~The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer in Charge in prescribed proforma as he may require to assess and ensure the proper progress of work. For the work costing more than 10.00 Lakhs, if the contractor does not employ the technical person agreed to on the work a fine of Rs. 25, 000/- will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.~~
 - (c) ~~For the work costing less than 10.00 Lakhs the Executive Engineer has to imposed on suitable fine of Rs. 5,000/- for non employment of technical person. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.~~
- 68. Accommodation and food:**
~~The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labourers including controlled commodities.~~
- 69. Relationship:**
~~Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Department, Government of Andhra Pradesh of the rank Assistant Engineer and above engaged in the work and any officer of the rank of Assistant Secretary and above of the Department of Government of Andhra Pradesh.~~
- 70. Protection of adjoining premises:**
~~The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.~~
- 71. Work during night or on Sundays and holidays:**
~~The works can be allowed to be carried out during night, Sundays or authorised holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:~~
- ~~I) The provisions of relevant labour laws being adhered to:~~
 - ~~II) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer in Charge and~~
 - ~~III) The construction programme given by the Contractor and agreed upon by the Engineer in Charge envisages such night working or working during Sundays or authorised holidays.~~
- 72 Plant and Equipment:**
- 72.1 ~~The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.~~
- 72.2 ~~It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.~~
- 73 Conflict of interest:**
~~Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of any person engaged by SVBC through contract or outsourcing or regular, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with CEO, SVBC shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Chief Executive Officer, SVBC shall then be entitled to~~

deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

74 Contract documents and materials to be treated as confidential:

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

75 General obligations of Contractor:

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

75.2 The contractor shall promptly inform the CEO, SVBC/ anyone authorised by CEO, SVBC of any error, omission, fault and other defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

75.3 If Contractor believes that a decision taken by the CEO, SVBC/ anyone authorised by CEO, SVBC was either outside the authority given or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the CEO's decisions.

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

76. Security measures:

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

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

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

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

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

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

77 Training of personnel:

~~The contractor, shall, if and as directed by the Chief Executive Officer, SVBC provide free of charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. Not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. Will be borne by the Government and the training schemes will be drawn up by the CEO, SVBC in consultation with the contractor. Manuals for each equipment should be provided. The contractor, shall, if and as directed by the Engineer in Charge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Engineer in Charge in consultation with the contractor.~~

78 Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Chief Executive Officer SVBC shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract

data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor, the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

79 Drawing to be kept at site:

~~One copy of the drawings shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Chief Executive Officer, SVBC and the CEO, SVBC/ anyone authorised by CEO, SVBC in writing~~

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

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

81 Site Order Book:

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

82 Variations by way of modification, omissions or additions:

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

Engineer in Charge's Decision:

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

83 Income tax:

- a) During the currency of the contract deduction of income tax at 2.00% + Surcharge as in force shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.20,000/- for deduction of tax at rates lower than 2.00% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill. Other wise final payment will be with held.
- c) ~~The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.~~

84 Goods & Services Tax :

The rates mentioned in the BOQ are basic rates.

- ii. The Bidders should quote tender percentage excluding GST.
- iii. The Bidders are requested to quote the applicable GST for each item in their letter head and scan along with technical bid and the GST will be paid as per 45ctual and applicable.
- iv. Statutory deductions will be made as per norms, if applicable. Any modalities imposed on GST by the Government from time to time, the same will be implemented.

68 a. As per the Ref (i) File Roc. No. TTD-21021(76)/9/2021-CAO S C- TTD (Comp. No. 1383709)

- (ii)File No.6193/D16/CE/MC/2017 dt.06-07-2021 the GST Conditions are included.

1. The Contractor shall comply to the provisions of GST and related charging mechanism procedures of GST Act.
2. The Contractor has to mention the GST number of SVBC in the tax invoice to be issued to SVBC, Tirupati . After that the same has to be uploaded properly in the monthly / Quarterly returns to be filed by the Contractor. If the said amount is not recorded in the GST 2A, SVBC shall recover the amounts from the Contractor from time to time.
3. The rates included in BOQ (Schedule-A) are exclusive of GST.
4. The percentage quoted by the contractor is exclusive of Goods and Service Tax (GST) but inclusive of all other taxes on all materials that the contractor will have to purchase for performance of this contract.
5. The contractor must have an active /valid registration number with the GST authorities and shall provide copy of registration to SVBC and the applicable GST shall be paid by the contractor to the department concerned. If in case not already registered shall under take by affidavit to cause registered before Price bid finalization and letter of acceptance, entering of contract agreement and for any such default not only forfeiture of EMD but also be made liable for other civil and penal consequences.
6. The contractor will submit regular Invoice/Bill fulfilling all conditions of GST amended from time to time clearly indicating GST r registration number, GST classification rate and amount of GST and shall produce proof of deposit of GST in respect of preceding bills received from SVBC to the SVBC so as to claim the GST amount of the current bill from SVBC. The contractor shall produce documental evidence that GST amount in respect of the preceding bills is remitted to the Government and reflected in GST portal.
7. Estimate is prepared based on SOR rates/ quotation rates for materials, labour charges, machinery hire charges etc., which are basic prices only (excluding GST). In case of open tenders, where the bidders have to quote individual item rates by the Bidders / Tenderers shall quote rates excluding GST only, but including all other taxes
8. The GST liability is as per the rates of tax applicable (if the contract is not exempted from GST concerned), as per of the G.O.Ms.No.58, Finance(WR.I), Dept., dt.08-05-2018 and other relevant Gos/ Circulars/ Clarifications/ amendments etc., being issued from time to time by the Government of Andhra Pradesh/ GOI. The contractors are requested to ascertain themselves regarding the applicability of GST and the prevailing rates thereof, while tendering and more so while making the payment of GST to the department. In this regard, TTD will not undertake any responsibility whatsoever
9. The service provider / contractor is liable to pay GST which can be deducted at source under Sec.51-GST Act, 2017 on every respective bill payment made by client which includes all components as per Sec.15(2)-GST Act, 2017
10. It is the responsibility of the contractor to pay the applicable GST in time and SVBC will not be responsible in the regard. Any delay in payment of GST by the tenderer for whatsoever reasons, the responsibility lies on the tenderer and any penalties, interest levied in this regard shall be borne by the tenderer only and such penalties, interest will not be paid by SVBC. Even if the contractor pays any extra amount towards GST than the applicable GST, the payment from SVBC will be limited to the applicable GST only. There shall not be any excess payments to the agency on account of GST and para (8) of G.O.Ms No. 58 Finance (WR.I) Dept., dt.08-05-2018 specifies that the tax liability under GST shall be taken into consideration at the time of invoicing and payment there on as per the terms and conditions of the agreement between the contractor and SVBC. Department shall ensure that there shall not be any excess payments to the contractor
11. The contractor shall pay the applicable GST and shall satisfy SVBC with respect to GST claims.
12. All the rules as per GST ACT 2017 and its amendments and all Notifications/ Government Orders (Gos) issued from time to time by the

Govt. Of India (GOI) and Govt. Of Andhra Pradesh with regard to GST are applicable

13. As per clause 60 of APSSE the contractor is bound to produce as required by the employer all invoices, receipts, bills, accounts, vouchers, licenses, permissions etc., compliance of labour Laws applicable if any, safety and standard certificates applicable if any and produce all the above and also any exemption from GST for GST/CGST/IGST availed by and or available to him for GST in so far as the works contract concerned with TAN & respective registration particulars, seigniorage, NAC, Labour, Cess etc., to even any component or any part of the contract works in so far, as the works contract concerned.
14. The deposits (EMD /FSD) of the work will be released only when the contractor produces the documental evidence that GST in respect of final bill received is remitted to the Government and reflected in GST portal.
15. During the course of contract, if the contractor claims any exemption towards GST, the same must be intimated to the Employer and to the extent GST will not be paid separately.
16. The SVBC will pay GST at the applicable rates from time to time and as per the provisions of the agreement. The bidders are advised to quote their most competitive rates duly considering the input tax credit due to payment of GST on materials, machinery, services etc., for due fulfilment of the contract.

85 Supply of construction materials:

- i) ~~The contractor has to make his own arrangements for procurements, supply and use of construction materials.~~
 - ii) ~~All materials so procured should confirm to the relevant specifications indicated in the bidding documents.~~
 - iii) ~~The contractor shall follow all regulations of the Department/Government of India in respect of import licenses etc., of the procurement of the materials is through imports and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.~~
 - iv) ~~The contractor shall make his own arrangements for adequate storage of the materials.~~
- 86** ~~The tenderer should work out his percentage without reference being made to the Public Works Department current schedule of rates or to the estimate rates.~~
- 87** ~~Once the contractor buys the tender schedules, he will not be permitted to return the tender schedules. He has to compulsorily submit his tender duly fulfilling all the tender conditions after buying the tender schedules. If a contractor does not tender for the work, suitable action will be initiated.~~
- 88** ~~The TTD reserves the right to engage the services of the consultants during the course of the work, for Engineering or Architectural services and the contractor is bound to carryout such instructions as may be given by consultants from time to time.~~
- 89** ~~Preliminary specifications of APSS shall apply to all agreements entered by the contractor with an inseparable condition of the contract. The tenderer is expected to examine closely the relevant specifications of the APSS and the special specifications of ISS before submitting the unit tender rates.~~
- 90** ~~All the items of work including materials and workmanship should be executed as per relevant A.P.D.S.S. and I.S.I. code. If there are any variation between the above two specifications, the decision of the Executive Engineer is final and binding on the contract.~~
- 91** ~~Scaffolding and gangways will have to be arranged by the contractor at his own whenever they are considered desirable or necessary by the Engineer in Charge of the work to facilitate the work.~~
- 92** ~~**PATENT RIGHT:** In the event of any claim or demand being made or action being brought against the TTD for infringement of letter of patent, registration for infringement of design or trade mark in respect of any machines, plant, work materials or things or method of using or working of such machine, plant work materials or things belonging to the contractor shall indemnify the owner against all costs and expenses arising from or incurred by reason of any such claim provided that the owner shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the owner if required but at the contractor's expenses, to conduct~~

all negotiations for the settlement of same or any litigation that may arise there from and provided that no such machine, plant, works materials or things shall be used by the owner for any purpose or any manner other than that for which they have been supplied by the contractor and specified under his contract.

- 93 ~~ASSISTANCE IN PROCUREMENT OF PROPERTIES, PERMITS, LICENCES OR OTHER FACILITIES ETC.~~
- 94 ~~The Engineer in charge of work on request by the contractor will if in his opinion the request is reasonable and is in the interest of the work and its progress assist the contractor in procurement of necessary licenses for obtaining necessary plant machinery or materials not available locally.~~
- 95 ~~The TTD will also assist the contractor in securing priorities for deliveries transport etc., where such are needed. The TTD will not however be responsible for the non availability of any of the above facilities or delay in this behalf and for claims either in cost or time on account of such failures or delays and the contractor is not entitled for any claim against the owner.~~
- 96 ~~In case of contradiction between the clauses included in this specification and the clauses of PS to APSS, the former will prevail over the latter and is binding on the tenderer.~~

FORMATS OF SECURITIES

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

KNOWN ALL MEN by these present that we (Name and Address of Bank) (hereinafter called "the Bank" are bound unto / (chief Executive Officer, S.V.Bhakti channel , Tirupati.) in the sum of * for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of200.....

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

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

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

DATE..... SIGNATURE OF THE BANK

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

.....
(Signature, Name and Address)
.....

- ~~* The Tenderer should insert the amount of the EMD in words and figures denominated in Indian Rupee. This figure should be the same as shown in the NIT.~~
- ~~** 6 months for the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.~~

ROFORMA

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 _____

~~FORM OF SOLVENCY CERTIFICATES BY MANDAL REVENUE OFFICER~~

~~ANNEXURE — I (A)-~~

~~I, _____ Mandal Revenue Officer, of
_____ do hereby certify, on being satisfied by the
Examination of Revenue and other records and local enquiries that _____
_____ *[here the name and address of the contractor should be
mentioned]* is solvent to the extent of Rs. _____ [Rupees _____]
_____].~~

~~Date : _____
Place: _____ MANDAL REVENUE OFFICER
SEAL OF THE OFFICE~~

~~ANNEXURE — I (B)-~~

FORM OF SOLVENCY CERTIFICATE BY BANKS

~~I, _____ Managing Director /
Manager / General Manager / Agent of _____ Bank
Limited do hereby certify that a _____
_____ *[here the Names and addresses of the contractor]* to be solvent to
the extent of Rs. _____ [Rupees _____]
_____] as disclosed by the information and record which are
available with the aforesaid bank.~~

~~For the _____ Bank
Date: _____
Place: Signature of Bank Manager
[Authorised to Sign]~~