

NOTICE INVITING TENDER

Through

E-PROCUREMENT

Supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid.

Proprietary & Confidential



RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES

- NUZVID (IIIT- Nuzvid)

Mylavaram Road, Nuzvid-521202, Krishna Dist., A.P

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Proprietary & Confidential

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News paper advertisement



**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE
TECHNOLOGIES**

Nuzvid, Krishna District, Andhra Pradesh- 521 202

Ref. No: IIIT NZD/RGUKT/E-Proc/Lifts/RT01/08/2018

Date:09/08/2018

Tender Notice

Online tenders are hereby invited from reputed firms/suppliers/persons/manufacturers for the following work in the premises of RGUKT, Nuzvid campus.

Supply, Installation, Testing, Commissioning and Maintenance of 4 no. of 13 capacity passenger lifts FOR ACADEMIC BUILDINGS (3) AND CENTRAL LIBRARY(1) including all related Civil, Electrical & Mechanical works & for finished item on Lump Sum Turnkey basis at Institute campus of RGUKT, Nuzvid.

Interested bidders can download and submit the bids online from 09.08.2018 to 11.09.2018 up to 05:00PM through <https://tender.a procurement.gov.in> (AP Portal). For further details please visit our website: www.rguktn.ac.in or <https://tender.a procurement.gov.in> (Andhra Pradesh Portal)

**Sd/-
Administrative Officer**

Time Schedule of various Tender related events

Supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid

Bid calling date	09.08.2018
Bid document downloading start date	09.08.2018
Bid document download last date	11.09.2018 at 05.00 pm
Pre-Bid meeting	01.09.2018, 11:00 AM at IIIT Nuzvid, RGUKT
Last date & time for uploading of documents online	11.09.2018 at 05.30 pm
Last date & time for submission of documents (hard copies)	12.09.2018 at 12.00 pm
Technical bid opening date & time	12.09.2018 at 3.00 pm
Price Bid opening date & time	12.09.2018 at 4.30 pm
Bid Document Fee	Rs. 5000/- by way of DD form (Non-Refundable) from any Nationalized bank in favor of The Director RGU IIIT, Nuzvid payable at Nuzvid
Contact person	Administrative Officer, RGUKT, Nuzvid
Reference No	RGUKT/Nzd/Engg/Lift/2018

Note: If the date mentioned above happens to be holiday, the process will be correspondingly postponed to next working day at the same time.

CLARIFICATIONS:

- i. Queries if any can be made through e-mail only on ao@rguktn.ac.in, bhagat@rguktn.ac.in, procurement@rguktn.ac.in on or before 01.09.2018. Queries received via any mode other than e-mail id mentioned above will not be entertained. The queries should only be sent in following format on the official letter head of the company.

S. No.	Page No. (Tender Ref.)	Clause (Tender Ref.)	Description (Tender Ref.)	Query

- ii. The addendum/corrigendum if any shall be published on RGUKT-Nuzvid's website i.e. www.rguktn.ac.in as well as on e-procurement platform <https://tender.apecurement.gov.in>.

- iii. The Bidders are requested to submit the bids after issue of clarifications duly considering the changes made if any. Bidders are totally responsible for incorporating/complying the changes/ amendments issued if any during pre bid meeting in their bid.
- iv. **After uploading the documents, the copies of the uploaded technical bid documents along with original Demand Drafts in respect of Bid Security and Bid document fee have to be submitted. Physical submission of price bids will not be entertained.**

**Sd/-
Administrative Officer
RGUKT**

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless extended by an official notification or happen to be Public Holidays. For the assistance in the online submission issues, the bidder may contact the help desk of M/s. VUPADHI (<https://tender.apecurement.gov.in>) at their e-mail address: contact@vupadhi.com, Phone: +91 40-39999700, 39999701.

For any clarification and further details on the above tender please contact: +91 92 999 51 555

NAME OF WORK: Supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid

OFFICER INVITING TENDERS: Administrative Officer, RGUKT-Nuzvid

1. Tenders are invited on the e-procurement platform for the above -mentioned work from the Contractors / Contracting firms. The details of Tender conditions and terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e. <https://tender.apecurement.gov.in>
2. **Approximate Estimate Contract value of work : Rs.80,00,000/- including GST**
3. Contractors would be required to register on the e-Procurement Market place "<https://tender.apecurement.gov.in>" and submit their bids online. The department will not accept any bid submitted in the paper form.
4. Non refundable Processing fee of **Rs.5000/-** to be paid by way of crossed demand draft drawn in favor of Director, RGU III-Nuzvid.
5. a).. **E.M.D. to be paid for i.e.,1.0% of ECV drawn in favour of Director, in any Nationalized bank RGU IIIT Nuzvid along with bids.**
6. **Security Deposit: In the event of award works, the contractor shall submit to RGUKT Nuzvid, Bank Guarantees from Nationalized/Schedule bank towards security Deposit @5% of the contract value of the accepted tender within 10 days from the date of LOI as per RGUKT Nuzvid format and BG shall be valid upto the 30 months from the date of taking over project, with claim period of 6 months failing which RGUKT Nuzvid at his discretion may revoke the LOI and forfeit the EMD furnished along with tender. Security Deposit will be returned to the contractor after satisfactory completion of project and comprehensive warranty period. Insurance policy may be taken if necessary.**
7. b) **All the participating bidders should pay a Transaction fee of @0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- + GST on transaction fee to the Managing Director, APTS, Hyderabad by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt.07.06.06 with effect for 02.02.2007.**

Scanned E.M.D.and Processing fee may be uploaded with the bids and originals must be submitted to the Administrative Officer, RGUKT-Nuzvid so as to reach before 12.00 PM 12.09.2018 either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. Failure to furnish the original DD towards EMD and DD for processing fee before 12.00 PM on 12.09.2018 will entail rejection of bid and blacklisting.

8. Period of completion of work 120 days.
- 9. Warranty – 3 years comprehensive warranty from the date of satisfactory completion of project and handing over of the Passenger lifts to RGUKT, Nuzvid**
- 10. Site Visit:- It is the responsibility of the bidder to visit and examine the site of work and take note of its location, features, surroundings, approachability, distance from places of material and labor procurement, etc., and obtain all information that may be necessary for making his own estimates for the work and submitting his bid accordingly. A contractor who has submitted a bid shall be deemed to have all knowledge of the site and its conditions and will not be entitled to raise any contention that he was not aware of any aspect about the site and its conditions etc. The cost of visiting the site and obtaining all information shall be of the bidder's and the Tender Inviting Authority shall not take any responsibility.**
- 11. Bidder should be an OEM (Original Equipment Manufacturer) or authorized dealer for Otis, Kone, Johnson, Schindler, Mitsubishi, Toshiba, Hitachi or Thyssen Krupp make lifts or CPWD Class –A contractors or Class – III and above contractor as per Government of Andhra Pradesh norms.**
12. Satisfactorily completed as a prime contractor, similar works (Supply, Installation, Testing and commission of the Lifts) for past **five years** annually..
- Three similar completed works of value at least Rs 30.00 lacs each OR
 - Two similar completed works of value at least Rs 45 00 lacs each OR
 - One similar completed work of value at least Rs 80.00 lacs similar work means Supply and Installation of VVVF type lifts.
13. Work should have been done for a Government / Semi Government/ Banks / PSU / Five Star Hotel/ Insurance Companies/ Airport. Copies of work orders, completion certificates, client details for qualifying works should be submitted as documentary evidence.
14. Minimum Average Annual Turnover of the last three financial years should be at least 100% of estimated cost of Rs. 80 lacs excluding GST. Copies of Audited Balance sheets, Profit Loss Statement, Form 26 AS for each of the three financial years and ITR for the three financial years should be submitted as documentary evidence.
15. Tenderer should have successfully completed the engineering, supply, installation, testing of passenger lifts for industrial plant / buildings , infrastructural projects or other commercial establishments and multistory apartments or Institutional Buildings of at least 10 number passenger lifts during last three years. (Copy of the satisfactory certificate and client details to be enclosed)

16. The manufacturer whose passenger lifts is quoted by the bidder should be an equipment manufacturer or licensee dealer/ service provider of the equipment manufacturer and should be in the business of similar field for at least five years as on 31.03.2018. Bidder should have service centre in Andhra Pradesh and Telagnana.

17. The tenderers can view/ down load the tender documents from the 'e' market place.

18. Form of contract – Lump Sum Turnkey contract.

19. Class of Contractors eligible is as given below:

Eligible class of contractor as per G.O. Ms. No:

1) 94 of I & CAD (PW-COD) Dept. Dt. 01-07-2003 Class – III and above
(Or)

2) CPWD Class –A

20. Downloading of Tender Documents : From 09.08.2018 to 11.09.2018 up to 5.00 p.m

21. Date and time for Receipt of tenders : From 09.08.2018 to 11.09.2018 Up to 5.30 P.M

22. Last date & time for submission of documents (hard copies) 12.009.2018 at 12.00 pm

23. Time and date of opening of tenders: 12.09.2018, 3:00 PM

Price Bid : 12.09.2018 @ 4.30 PM

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.

24. Pre-Procedure for submission of Tenders :

- a. Tenderers need to register on the electronic procurement market place of Government of Andhra Pradesh i.e., “ <https://tender.apecurement.gov.in> ”. On registration on the e-Procurement market place they will be provided with a user id and password by the system through which they can submit their tenders online.
- b. While registering on the e-procurement market Place, tenderers need to scan and upload the required documents as per the Tender requirements onto their profile.
- c. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the tenders online. The original DD towards EMD and processing fee should be submitted to the Administrative Officer, IIIT Nuzvid before 3.00 PM on the date of opening of Price Bid.

25. Qualification Requirements: To qualify for consideration of award of the contract each tenderer should fulfill the following criteria;

- a. The details and certificates are to be furnished as per the Proforma available in the tender schedules.
- b. The contractor shall furnish a copy of valid GST registration with Commercial Tax department and latest Commercial Taxes Clearance Certificate for past three years.
- c. The contractor should furnish copy of permanent account number (PAN) and copy of latest Income Tax returns submitted along with proof of receipt etc for past three years.
- d. The Contractor should submit details of existing Commitments of works as per the Proforma available in the tender schedules.
- e. Non refundable Processing fee of Rs.5000/- to be paid by way of crossed demand draft drawn in favour of Director, RGU IIT Nuzvid.
- f. All the participating bidders should pay a Transaction fee of @0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- + GST on transaction fee to the Managing Director, APTS, Hyderabad by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13/ IT&C Dept. Dt.07.06.06 with effect for 02.02.2007
- g. E.M.D. to be paid for i.e.,1.0% of ECV drawn in favour of Director, in any Nationalized bank RGU IIT Nuzvid along with bids..
- h. Security Deposit: In the event of award works, the contractor shall submit to RGUKT Nuzvid, Bank Guarantees from Nationalized/Schedule bank towards security Deposit @5% of the contract value of the accepted tender within 10 days from the date of LOI as per RGUKT Nuzvid format and BG shall be valid upto the 30 months from the date of taking over project, with claim period of 6 months failing which RGUKT Nuzvid at his discretion may revoke the LOI and forfeit the EMD furnished along with tender. Security Deposit will be returned to the contractor after satisfactory completion of project and comprehensive warranty period. Insurance policy may be taken if necessary.
- i. Liquidated damages (LD) will be levied @ 0.5% each week subject to a maximum of 5% of the tender value for delay beyond the duration as per contract agreement.
- j. The tenderer should submit the particulars preferably in the format specified in the tender schedule along with necessary certificates.

- k. The tenderer is subjected to be black listed and the EMD forfeited, if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures and /or participated in the previous tendering for the same work and had quoted unreasonable high bid prices
- l. Even while execution of the work, if found that the contractor had produced false/fake certificates of experience he will be black listed and the contract will be terminated under clause 60 (a) of PS to APSS.
- m. The Tenderer should submit signed undertaking of tender online.
- n. (Percentage less than estimated cost) : Tenders upto 15% less than the estimate may be accepted but for tenders which are less by more than 15% of the estimate, a bank guarantee or demand draft for the difference between the tendered amount and 85% of the estimate value should be taken so that the tenderer leaves the works midway and the department is forced to call for tenders for the work once again, the bank guarantee or demand draft shall be used to finance the re-tendered work.
- o. The Bidder should be an OEM or authorized Dealer/authorized Distributor of the OEM whose product is being quoted or Class –III Contractor and above or CPWD Class A Contractor. In case of the authorized Dealer/authorized Distributor separate authorization letter from the OEM is mandatory to quote in the tender. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the manufacturer/OEM, who is competent to authorize the agent/dealer/ distributor/class contractor. Copy to be furnished

26. Procedure for Tender Submission

- a. The Tenderers who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at e-market place. The tenderers should upload the scanned copies of documents in support of their Technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by them, owning responsibility for their correctness / authenticity.
- b. After uploading the Technical bid / Price bid, the original Demand Drafts in respect of Processing fee and EMD (except the Price bid / offer) are to be submitted by the

- tenderer to the Administrative Officer, so as to reach before 12.00 PM on 12.09.2018. The RGUKT-Nuzvid shall not hold any risk on account of postal delay or non receipt.
- c. The RGUKT-Nuzvid will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.
 - d. The tenderers 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.

27. General Terms & Conditions

Officer inviting tenders: Administrative Officer, RGUKT-Nuzvid

- a. **Site Visit:-** It is the responsibility of the bidder to visit and examine the site of work and take note of its location, features, surroundings, approachability, distance from places of material and labour procurement, etc., and obtain all information that may be necessary for making his own estimates for the work and submitting his bid accordingly. A contractor who has submitted a bid shall be deemed to have all knowledge of the site and its conditions and will not be entitled to raise any contention that he was not aware of any aspect about the site and its conditions etc. The cost of visiting the site and obtaining all information shall be of the bidder's and the Tender Inviting Authority shall not take any responsibility.
- b. Processing fee: A Demand Draft (non-refundable) for Rs.5000/- in favour of Director, RGU IIIT, Nuzvid. The Processing fee once received will not be refunded under any circumstances nor adjusted for other works or subsequent calls or on any other account.
All the participating tenderers should pay a Transaction fee of @0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- + GST transaction fee)] shall be payable to the Managing Director, APTS, Hyderabad in the manner mentioned at 5(b) above.
- c. **E.M.D. to be paid for i.e.,1.0% of ECV drawn in favour of Director, in any Nationalized bank RGU IIIT Nuzvid along with bids. E.M.D.ECV drawn in favour of Director, RGU IIIT, Nuzvid Scanned Processing fee and E.M.D. may be uploaded with the tenders and originals must be submitted to the Administrative Officer through Registered post / Courier so as to reach before 12.00 PM on 12.09.2018. Failure to furnish the original**

DDs towards EMD and Processing fee before price bid opening date will entail rejection of bid and blacklisting.

- d. Security Deposit: In the event of award works, the contractor shall submit to RGUKT Nuzvid, Bank Guarantees from Nationalized/Schedule bank towards security Deposit @5% of the contract value of the accepted tender within 10 days from the date of LOI as per RGUKT Nuzvid format and BG shall be valid upto the 30 months from the date of taking over project, with claim period of 6 months failing which RGUKT Nuzvid at his discretion may revoke the LOI and forfeit the EMD furnished along with tender. Security Deposit will be returned to the contractor after satisfactory completion of project and comprehensive warranty period. Insurance policy may be taken if necessary.

e. Period of completion of work: 120days

f. Tender Schedules: Tender schedules can be downloaded from the Web site “
<https://tender.apecurement.gov.in>”

g. Form of Contract: Lump Sum Turn key.

h. List of Documents to be uploaded are given in Documents details with self attestation.

28. The technical bid evaluation of the tenderers will be done on the certificates /documents uploaded through online only towards qualification criteria furnished by them.
29. After uploading the Technical bid / Price bid, the original Demand Drafts in respect of Processing fee and EMD (except the Price bid / offer) are to be submitted by the bidder to the Administrative Officer, RGUKT-Nuzvid, Mylavaram road, Nuzvid so as to 12.09.2018 12.00P.M.
30. The tenderer is subject to be disqualified, if he is found to have misled or furnished false information in the forms / statements/ certificates submitted in proof of qualification requirements or record of performance such as abandoning completion of the works, litigation history and or financial failures and or participated in the previous tendering for the same work and has quoted unreasonable high bid price.
31. Even while execution of the work, if found that the contractor had produced false / fake certificates of experience, he will be black listed and the contract will be terminated as per clause 60(a) of PS to APDSS and his EMD will be forfeited.
32. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.

IMPORTANT NOTE :

After uploading the Technical bid / Price bid, the original Demand Drafts in respect of Processing fee and EMD are to be submitted by the bidder to the Administrative Officer, RGUKT-Nuzvid, Mylavaram road, Nuzvid-521202 so as to reach before 12.00P.M on 12.09.2018

INSTRUCTIONS TO TENDERERS

A – GENERAL

NAME OF WORK: Supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid.

1.1 After uploading the Technical bid / Price bid, the original Demand Drafts in respect of Processing fee, and EMD (except the Price bid / offer) are to be submitted by the tenderer to the Administrative Officer, RGUKT-Nuzvid so as to reach before 3.00 PM on the date of opening of the Price bid. The RGUKT-Nuzvid shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the tenderer are found to be false / fabricated / bogus, the tenderer will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.

The RGUKT-Nuzvid will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online

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

1.3 The successful (L1) Tenderer shall furnish the hard copies of the all the documents/Certificates/statements up loaded by him at the time of concluding agreement.

2. Firms Eligible to Tender:

2.1 The Firms who

- i) Possess the valid registration in the class and category mentioned in the Tender Notice and satisfy all the conditions therein are the eligible tenderers.
- ii) Are not blacklisted or debarred or suspended by the Government for what ever the reason, prohibiting them not to continue in the contracting business are the eligible tenderers.

- iii) Have complied with the eligibility criteria specified in the Tender Notice are the eligible tenderers.

2.2 Firms Ineligible to Tender:

- i) 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.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazette Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the division / circle where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a list of Gazette /Non-Gazette, 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 stepdaughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law

8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

3. Qualification data of the Tenderers

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

- a) Check slip to accompany the tender (in Annexure-I).

Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, Commercial Tax Registration(GST), Permanent Account Number with latest IT returns submitted and proof of receipt etc.

Note: The Partnership firms, which are registered as Contractors shall intimate the change in partnership deed, if any as per G.O.Ms.No.58, I & CAD dated 23-04-2002 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.

- b) availability of key personnel for administration / site management and execution viz., technical personnel required for the work (Statement I);
- c) Information regarding any litigation, with Government during the last five years, in which the Tenderer is involved in (Statement II).

Note : The tenderer shall sign all the statements /documents and certificates up loaded by him owning the responsibility for their correctness/ authenticity.

3.2 a. Tenders from Joint Ventures are not accepted.

b. Contractors against whom Vigilance / disciplinary / blacklisting cases are pending in the Corporation are not entitled to participate in the tender for the above work.

3.3 QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.

To qualify for opening the price Bid , each contractor / firm

- i. Should have valid GST Registration with Commercial Tax department and latest Commercial Tax clearance certificate.
- ii. Should furnish copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt etc..
- iii. Availability of the key technical personal with adequate experience as per clause 6.2 of conditions of contract in Statement - I.
- iv. Copy of Registration certificate as mentioned in Tender Notice
- v. Information on Litigation history in which tenderer is involved if any.
- vi. Non refundable Processing fee of Rs.5000/- to be paid by way of crossed demand draft drawn in favour of Director, RGU IIT-Nuzvid.
- vii. All the participating bidders should pay a Transaction fee of Rs.377/-[(@0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- + service tax @ 15.00%on transaction fee)] shall be payable to the Managing Director, APTS, Hyderabad in the manner mentioned at 5(b) above.
- viii. EMD in the shape of DD-issued by any Nationalized Bank/scheduled bank in favour Director, RGU IIT, Nuzvid to be valid for 6 Months from the date of NIT.
- ix. Signed undertaking of tender

The bidder should submit the particulars preferably in the format specified in the tender schedule along with necessary certificates.

Note 1 : Tenders from joint ventures will not be accepted.

Note 2 : Contractors against whom Vigilance / disciplinary / blacklisting cases are pending in the Corporation are not entitled to participate in the tender for the above work. No relaxation will be given to any of the qualification criteria.

- 3.4 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have
- 1) Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
 - 2) Not turned up for entering into agreement, when called upon.
 - 3) 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

- 4) participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- 5) 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 60(a) of PS to APSS.
- 6) The tender of the contractor will be disqualified along with the forfeiture of E.M.D. and the contractor will be debarred from future tendering for a further period of 2 years in the event of furnishing of false/fraudulent certificates along with the tender.

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

b) A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render him/her 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.

3.6 CONDITIONAL TENDER

Conditional tenders are not accepted. Submission of tender would be construed as acceptance to all the terms and conditions of the tender which include conditions of contract, drawings and accompanying specifications.

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 disqualification of all the Tenders submitted by the Tenderer.

5. Cost of Tendering

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

6. Site Visit.

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

B. TENDER DOCUMENT

7. Contents of Tender document.

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

Technical bid

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

Price bid

Bill of Quantities and Price bid.

8. Clarification on Tender Documents

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

9. Amendment to Tender Documents

- 9.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
- 9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall be attached to the Tender Notice on web site (i.e) <https://tender.apecurement.gov.in>
- 9.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

10. Language of the Tender.

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

11. Documents comprising of the Tender.

11.1 The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids etc., in the standard prescribed format in the tender documents, displayed at e market place. The bidders should upload the scanned copies of all the relevant certificates, documents etc., in the e market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

11.2 After uploading the technical/price bid, the original DDs towards EMD and processing fee are to be submitted by the tenderer to the Administrative Officer so as to reach before 12.00 PM on 12.09.2018.

11.3 The technical bids will be opened online by the Administrative officer or his authorized representative at the time and date as specified in the tender documents. All the statements, documents, certificates, DD etc., uploaded by the tenderers will be down loaded for technical evaluation. The clarifications, particulars if any required from the bidders will be obtained in the conventional method by addressing the bidders. The technical bids will be evaluated against the specified parameters/ criteria, same as in the case of conventional tenders and the

technically qualified bidders will be identified. The result of technical bid evaluation will be displayed on the e market place, which can be seen by all the bidders who participated in the tenders. The bidder who fulfilled the technical criteria will allow to financial bid opening.

- 11.4 Furnishing of hard copies by the tenderers before opening of the Price bid is dispensed with.
- 11.5 The tenderer shall invariably furnish the original DD towards EMD to the tender inviting authority before opening Price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. RGUKT-Nuzvid will not take any responsibility for any delay or non receipt. Failure to furnish the original DD towards EMD before Price bid opening will entail rejection of bid.
- 11.6 The bidder shall mandatorily pay the transaction fee to MD, APTS, Hyderabad., through the electronic payment gateway.
- 11.7 The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.
- 11.8 If any tenderer fails to submit the Original DD for EMD, hard copies of uploaded documents within the stipulated time, the tenderer will be suspended /disqualified from participating in the tenders on e-procurement platform for a period of 12 months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the e-procurement system.
- 11.9 The tenderers shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
- 11.10 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.

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 Administrative Officer, RGUKT-Nuzvid or as set forth in the conditions of the contract. 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 Turn key tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The overall tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be quoted both in figures and words.

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

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

12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quoted by the tenderer.

12.5 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.

13. Validity of Tenders:

13.1 Tenders shall remain valid for a period of not less than 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.

- 14.1. Demand Drafts furnished towards EMD shall be valid for a period of six months from the date of tender notice.
15. Return of E.M.D. to unsuccessful tenderer: The earnest money deposit will be refunded to the unsuccessful tenderer by registered post at the expiry of the period of validity of tender or the entrustment of the work to the successful tenderer whichever is earlier.
16. Return of EMD to successful tenderer
The EMD paid by the successful tenderer will be handed over to bidder after making of payment of security deposit.
17. The earnest money deposited and security deposit by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.
 - 17.1. 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.
 - 17.2. In consideration of the Administrative Officer, RGUKT-Nuzvid 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 RGUKT-Nuzvid in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of three months.

D. SUBMISSION OF TENDERS.

18. Submission of Tenders:

18.1. The Tenderers who are desirous of participating in e-procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at e-market place. The Tenderers should upload the scanned copies in support of their Technical bids. The bidders shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The documents uploaded online will only be considered for evaluation.

After uploading the Technical / Price bid, the original Demand Drafts in respect of processing fee, and EMD (except the Price bid / offer) are to be submitted by the bidder to the Administrative Officer, RGUKT-Nuzvid, so as to reach before 12.00 PM on the date of 12.09.2018.

- 18.2. The RGUKT-Nuzvid will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.
- 18.3. Related certificates, documents etc., duly self attested are to be scanned and uploaded on to the e-procurement platform at www.eprocurement.gov.in
- 18.4. Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

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

- 1) Tenders must be submitted online not later than the date and time specified in the Tender Notice / Tender Document. The Administrative Officer, RGUKT-Nuzvid or his nominee may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Administrative Officer, IIT-Nuzvid and the Tenderers will remain same as previously. Late Tenders. Tenders will not be received after the last date / time prescribed in NIT / Tender Document.
- 2) Modification to the Tender. Tenderers can modify their Tender online before the last date/time prescribed in Tender Notice / Tender Document and amendments

issued, if any. No tender shall be modified after the last date /time of submission of Tenders.

- 3) Submission of Tenders: The tenderer shall invariably ensure that the following are uploaded online
- i) Check slip
 - ii) Copy of contractors registration certificate under appropriate with Government of Andhra Pradesh
 - iii) Copy of permanent account number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt..
 - iv) Copy of GST Registration Certificate from Commercial Tax Department and latest valid Commercial Tax clearance certificate.
 - v) The availability of Key personnel in Statement I
 - vi) The information on litigation history in Statement II
 - vii) DDs for processing fee and EMD.
 - viii) Signed under taking of tender.

Note:- Any incorrectness / deviation noticed in the soft copies will be viewed seriously and apart from canceling the tender duly forfeiting the EMD, criminal action will be initiated including suspension of business.

E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1. The Technical bids will be opened online by the Administrative Officer, RGUKT-Nuzvid or his nominee at the time and date as specified in the Notice Inviting Tender. All the Statements, documents, certificates, Demand Draft etc., uploaded by the Tenderers will be downloaded for technical evaluation. The technical bids will be evaluated against the specified parameters / criteria same as in the case of conventional tenders and the technically qualified bidders will be identified. The result of Technical bids evaluation will be displayed on the e-market place, which can be seen by all the tenderers who participated in the Tenders.

21. Clarification on the Technical Bid

- 21.1. The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information uploaded online by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.
- 21.2. The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

22. Examination of technical Bids and Determination of Responsiveness

- 22.1. The Administrative Officer, RGUKT-Nuzvid or his nominee will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer if he satisfies the eligibility criteria.
- 22.2. If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

23. Price Bid Opening

- 23.1. At the specified date and time, the price bids of all the technically qualified bidders will be opened online by the Administrative Officer, RGUKT-Nuzvid or his nominee and the result will be displayed on the e-market place which can be seen by all the bidders who participated in the Tenders.
- 23.2. The Price Bid of the Unqualified Tenderers will not be opened.
- 23.3. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy or non-adherence to conditions, the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity or dispute, the decision taken by the Tender Accepting Authority on tenders shall be final.

24. Evaluation and Comparison of Price Bids

- 24.1. The Administrative Officer, RGUKT-Nuzvid or his nominee will evaluate and compare the price bids of all the qualified Tenderers.

24.2. 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.

24.3. Selection of Tenderer among the lowest & equally quoted tenderers will be in the following orders:

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

25. Discrepancy in Tender percentage quoted

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

26. Process to be Confidential

26.1. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to 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.

26.2. No Tenderer shall contact the Administrative Officer, RGUKT-Nuzvid 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 Administrative Office, RGUKT-Nuzvid, it should do so in writing/mail.

26.3. Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

- 26.4. Tender will be finalized by the Administrative Officer, RGUKT-Nuzvid in accordance with the conditions stipulated in the tender document and in case any discrepancy of non-adherence to the conditions, the same shall be communicated which will be binding both on the tender concluding authority and contractor. In case of any ambiguity the decision taken by the Administrative Officer, IIIT-Nuzvid on tender shall be final.

8.. AWARD OF CONTRACT

27. Award Criteria

- 27.1. The Administrative Officer, RGUKT-Nuzvid or his nominee will award the contract on approval of the tender by Competent authority.
- 27.2. The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.
- 27.3. Security Deposit: In the event of award works, the contractor shall submit to RGUKT Nuzvid, Bank Guarantees from Nationalized/Schedule bank towards security Deposit @5% of the contract value of the accepted tender within 10 days from the date of LOI as per RGUKT Nuzvid format and BG shall be valid upto the 30 months from the date of taking over project, with claim period of 6 months failing which RGUKT Nuzvid at his discretion may revoke the LOI and forfeit the EMD furnished along with tender. Security Deposit will be returned to the contractor after satisfactory completion of project and comprehensive warranty period. Insurance policy may be taken if necessary.

28. Notification of Award and Signing of Agreement.

- 28.1. The Tenderer whose Tender has been accepted will be notified of the award of the work 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 RGUKT-Nuzvid 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").
- 28.2. When a tender is accepted, the concerned tenderer shall attend the office of the Administrative Officer, RGUKT-Nuzvid with Rs.100/- stamp paper on the date fixed in the Letter of acceptance. Upon intimation being given by the Administrative Officer, RGUKT-Nuzvid, of acceptance of his tender, the tenderers shall make payment of the 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 duration of Contract period plus defects liability period of 3 years and sign an agreement in the form prescribed by the department for the due fulfillment of the

contract. Failure to attend the Administrative Officer, RGUKT-Nuzvid 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 Administrative Officer, RGUKT-Nuzvid 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.

- 28.3. The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

29. Corrupt or Fraudulent Practices

29.1. The RGUKT-Nuzvid 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 IIIT-Nuzvid

- (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 anything of value to influence the action of a IIIT-Nuzvid 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 IIIT-Nuzvid 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 IIIT-Nuzvid 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 IIIT-Nuzvid Contract.
- (d) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

30. Rights of the Institution

30.1. The Administrative Officer, RGUKT-Nuzvid reserves the right to reject any or all of the tenders, without assigning any reason whatsoever.

30.2. In the event of any dispute regarding any of the tender conditions, the decision of the RGUKT-Nuzvid shall be final.

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 Administrative Officer, IIIT-Nuzvid will provide instructions clarifying queries about the conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor's Tender (Technical bid)
 - 4) Conditions of contract
 - 5) Specifications
 - 6) Drawings
 - 7) Bill of quantities (Price-bid)
 - 8) Any other document listed as forming part of the Contract.
2. Engineer-in-Charge's Decisions
 - 2.1. Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.
3. Delegation
 - 3.1. The Administrative Officer, IIIT-Nuzvid 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. Other Contractors
 - 5.1. 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 Administrative Officer, IIIT-Nuzvid
 - 5.2 The Engineer-in-charge is the sole judge (a) to decide whether qualified technical staff is actually supervising the work and (b) to decide the actual period of absence of such staff which requires the above recovery to be enforced and his decision is final and binding on the contractor.

5.3 The technical agents appointed by the contractor shall have to maintain properly all the records required by the department under safe custody at site, like checklists, calibration registers/records, Quality Test Registers, Test reports file, site order book, etc. and make signatures at appropriate places towards proof of verifications, conduction of tests, compliance to instructions etc.

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

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

5.6 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.

5.7 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost at penal rate of two times thereof from the contractor.

5.8 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

6 Contractor's Risks

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.

7. Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge

8. Insurance:

8.1. The Contractor shall provide, in the name of the Department, insurance cover from the Start Date to the end of the Defects Liability Period i.e., 24 months after completion for the following events which are due to the Contractor's risks.

- a) loss of or damage to the Works, Plant and Materials;
- b) loss of or damage to the Equipment;
- c) loss of or damage of property in connection with the Contract; and
- d) personal injury or death of persons employed for construction.

8.2. Policies and certificates of insurance shall be delivered by the Contractor to the Administrative Officer, RGUKT-Nuzvid at the time of concluding agreement of the work. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

- i) The contractor shall furnish insurance policy in force in accordance with proposal furnished in the Tender and approved by the Department for concluding the agreement.
- ii) The contractor shall also pay regularly the subsequent insurance premium and produce necessary receipt to the Engineer-in-Charge, well in advance.
- iii) In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.

9. Provident Fund Registration:

The Contractor must register with concerned provident fund authority within 2 (two) months from the date of signing the agreement, if not done earlier.

10. Contractor to Construct the Works

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

Power Supply

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

If, the power supplied by the IIIT-RGUKT Nuzvid, the contractor will pay the bills to IIIT-RGUKT Nuzvid for the cost of power consumed by him.

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

The power shall be used for bonafied departmental work only.

The contractor shall at all times during the currency of the contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and reenactment's of state or central govt., and other local authorities and any other enactment's, notification and acts that may be passed in future either by the state or the central government or local authority including Indian workmen's compensation Act- 1923, Control labour (Regulation and Abolition) Act- 1970, The child labour prohibition and regulation Act-1986 and equal remuneration Act- 1976, Factories Act, minimum wage Act- 1948, provident fund regulations, Employees provident fund Act- 1952 schedules made under the same Act. The buildings and other construction workers (Regulation of employment and condition of service) Act- 1996, The Cess Act- 1996 and also applicable labour regulations, health and sanitary arrangement for workmen, insurance and other benefit shall keep department indemnified in case any action is commenced by competent authorities for contravention by the contractor.

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

The materials used in the work should be as per the list of materials enclosed. The department reserves the right to insist upon using any of the materials from this list of approved materials.

- The work shall be carried out strictly in conformity with
- (i) code of practice for Electrical wiring and fittings in Government Buildings,
 - (ii) The Indian standard specification

(iii) The Department specification. If the work carried out does not comply with the code of practice and the Departmental specifications and if the workmanship is unsatisfactory it will be binding on the contractor to redo the job without any extra cost and pay penalty as decided by the Department towards inconvenience caused if any.

The work should be carried out under the direct supervision of persons holding a certificate of competency for the type of work involved.

After completion of work a plan of building installation should be prepared and furnished indicating the location of various main and

sub boards and also the fittings together with a circuit diagram duly numbered (in the diagram). The final bill will not be paid till the above plan and the diagram is submitted and approved after verification. Such completion drawings shall be signed by the licensed electrical contractor through whom the work is executed.

Lugs should be provided for all earth connections.

The contractor himself should arrange for the transportation of men and materials to the work spot.

Concreting to the pole and providing independent earthing should be done in presence of Departmental staff.

On completion of the Electrical Installation a certificate shall be furnished by the Contractor countersigned by a licensed supervisor, that under direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local supply authority. The contractor shall be responsible for getting the Electrical Installation inspected and approved by the local authority concerned.

The contractor shall pay for any inspection fees and for permits required for the installation of the work wherever necessary. The IIIT-RGUKT Nuzvid shall arrange only for payment of service connection charges and any other security deposit for getting electrical supply. On completion of the work, the contractor shall obtain and deliver to the IIIT-RGUKT Nuzvid, such certificates of final inspection and approval by the local Electric Authority as may be required. The IIIT-RGUKT Nuzvid shall have full powers to require the materials or work to be tested by an independent agency at the Electrical contractor's expense in order to prove their soundness and adequacy.

Contractor shall provide everything necessary for the proper execution of works according to the intent and meaning of the drawings, specifications, schedule of quantities. Any discrepancy in the documents shall be brought to the notice of the IIIT-RGUKT Nuzvid and got clarified prior to taking up the installation.

Materials and Workmanship:

All materials and workmanship shall conform to the specifications, relevant IS standards and code of practice and comply with APSEB/CEIG requirements as the case may be. Any work that is not up to the standards shall be dismantled and reconstructed by the contractor to the satisfaction of the IIIT-RGUKT Nuzvid authorities.

Liaison Work:

The Contractor shall be responsible for all liaison work with Electricity Board/CEIG

“The Civil Contractor shall get all the electrical works done only through the licensed electrical contractors / permit holders as registered with or licensed by A.P.S. Electrical licensing Board. A copy of such valid license / permit should be furnished by successful Civil Contractor, at the time of concluding agreement, for each work separately. The commencement and completion certificate and drawings for each work issued by the electrical licensed Contractor / Permit holder should be furnished by Civil Contractor, for releasing payment of electrical work”.

11. The works to be Completed by the Intended Completion Date

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

12. Safety

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

13. Possession of the Site

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

14. Access to the Site

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

14.2 While execution of work, the contractor shall not hamper any walkway and space, alternative arrangements shall be made by contractor only.

15. Instructions

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

16. Settlement of disputes

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

16.2 If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the Contractor may within thirty days after receiving the notice of decision appeal to the IIIT-Nuzvid which shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the IIIT-Nuzvid 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 Corporation 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 IIIT-Nuzvid 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 IIIT-Nuzvid 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:-

16.3 SETTLEMENT OF CLAIMS:

- 17.3.1. Settlement of claims for Rs.50,000/- and below by Arbitration.
- All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:
 - Claims up to a value of Rupees 10,000/-- Director, RGU IIIT-Nuzvid
 - Claims above Rs.10, 000/- and up to Rupees 50,000/-.- Director, RGU IIIT-Nuzvid
 - The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.
 - The arbitrator shall state his reasons in passing the award.

Claims above Rs.50, 000/-.

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

The contractor shall make a reference for adjudication under this clause within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier.

B. TIME FOR COMPLETION

17. Program:

17.1 The total period of completion is **120 days** from the date of entering with agreement to proceed including rainy season.

17.2 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. Time is the essence of the contract. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Engineer-in-charge's Certificate for the value of work done and completion of mile-stones will be required.

17.3 The following rate of progress will be required to be maintained by the contractor as a minimum. The start date of this work is the date of signing the agreement but not the date of handing over the site. Contractor may give a separate time schedule for the completion of the whole work and the consideration will be given for accelerated programme. It is imperative that the work progress shall be ahead of the rate of progress given below.

Milestone dates :

days Mile stone -2: Supply of the Lifts to the site and completion of civil works – 50

Mile stone-3: Installation of Lifts – 75 days

Mile stone-4: Commissioning – 85 days

17.4 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.

17.5 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.

18. Speed of Work:

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

If, at any time, the Engineer-in-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions, the Contractor is neglecting or delaying the progress of the work as defined by the "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 Engineer-in-Charge to take suitable action in accordance with Clause.60 of APSS.

19. Suspension of works by the Contractor

19.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Administrative Officer, RGUKT-Nuzvid, or in the opinion of the Administrative Officer, RGUKT-Nuzvid 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 Administrative Officer, RGUKT-Nuzvid shall take action in accordance with Clause 61 of APSS.

- 19.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Administrative Officer, RGUKT-Nuzvid the Contract will be terminated under Clause 61 of APSS.
- 19.3 If the Contractor has delayed the completion of works the Contract will be terminated under Clause 61 of APSS.

20. Extension of the Intended Completion Date:

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

21. Delays Ordered by the Engineer-in-Charge

- 21.1 The Administrative Officer, RGUKT-Nuzvid may instruct the Contractor to delay the start or progress of any activity within the Work.

22. Early Warning

- 22.1 The contractor is to warn the Administrative Officer, RGUKT-Nuzvid at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.
- 22.2 The Contractor shall co-operate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge

23. Management Meetings

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

Quality Control

Records to be maintained at site :

- 24. Drawings: One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and same shall be available for inspection and use by the Departmental officers.

25. Identifying Defects:

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

26. Tests:

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.

27. Correction of Defects

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

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

28. Uncorrected Defects

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

The Engineer-in-Charge 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 engineers.

29 Cash flow forecasts

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

30 Payments

Payment for the work done by the contractor will be made for the finished item work based on the measurements recorded in measurement books by concerned officer of the RGUKT-Nuzvid not lower in rank than a Assistant Engineer and check measured by concerned officer not lower in rank than a Deputy Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements, the particulars of measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorized agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or

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

- 1. After delivery of the Lifts to the RGUKT – Nuzvid campus - 50% payment will be made to the vendor/contractor**
- 2. After Installation, Testing, commissioning (including Civil, Electrical and Mechanical works) and successful handing over of the lifts to the RGUKT - 45% payment will be made**
- 3. One month after handing over 5% pay will be made based on the satisfactory certificate from concerned department.**
- 4. Security Deposit Amount (5%) will be refunded after successful completion of the 2 years comprehensive warranty.**

31. Interest on Money due to the Contractor

Any omission by the Engineer-in-Charge 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.

32. Certificate of Completion of works

Certificate of Completion of works

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

33. Warranty: 3 years comprehensive warranty

34. Taxes included in the bid

The rate quoted by the contractor shall be deemed to be inclusive of all tax taxes on all materials that the contractor will have to purchase for performance of this contract.

35. Liquidated Damages

35.1. Liquidated damages (LD) will be levied @ 0.5% each week subject to a maximum of 5% of the value of the work.

35.2. Availability of Authorized Representative

35.3. The contractor shall ensure availability of his authorized representative at RGUKT-Nuzvid to receive emergency calls and take remedial actions. The representative should attend the call immediately to ensure the restoration of the services promptly. If shutdown of any lift continues for **more than Three days a penalty of Rs. 10000/ per day per lift**, for delay beyond one day shall be imposed Rs.3000 and the amount of penalty shall be recovered from the quarterly bills, Security Deposit or any other sum due to the contractor.

35.4. The maximum response time for maintenance complaint from any of the destination (i.e., time required of suppliers maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 12 hours.

36. Responsibility of Accident and Hazards: The contractor shall be responsible for any accident or hazard that take place during the liability period of 2 years. He shall also be responsible for payment of compensation and penalties payable to effected parties as a result of legal action. He shall also be responsible for repairs and replacement of damaged parts of the lift and restore services within 7 days failing which penalty per day per lift shall be imposed and recovered from bills / deposit or any other sum due to the contractor.

37. Securities:

- a. The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 15%) shall be provided to the Department not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Department. The Earnest Money shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security shall be valid until a date 28 days from the date of issue of the certificate of completion.

38. Cost of Repairs

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.

FINISHING OF THE CONTRACT

38 Completion

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

39. Taking Over

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

40. Final Account

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

41. Termination

41.1. The Engineer-in-charge may terminate the Contract if the contractor causes a fundamental breach of the Contract.

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-in-Charge.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge; and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

- g) The Contractor has contravened Sub-Clause 6 of Conditions of Contract and sublet the work.
- h) The Contractor fails to carry out the instructions of Engineer-in-Charge within a reasonable time determined by the Engineer-in-Charge.
- i) Either party may terminate this Agreement at the end of the five (5) year term or subsequent term by giving the other party not less than sixty (60) days written notice.
- j) The RGUKT-Nuzvid may also terminate this Agreement at any time upon thirty (30) days written notice to the Contractor.
- k) Permanent removal of equipment from service.
- l) Contractor shall fully guarantee all work performed during the Term of the Contract and for a period of ninety (90) days after the termination date.
- m) 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 to the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.\
- n) Notwithstanding the above the RGUKT-Nuzvid may terminate the contract for convenience.
- o) 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.

42. Release from Performance

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

F. SPECIAL CONDITIONS

43. Water Supply

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

44. Payment for Camp Construction

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

45. Manpower

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

45.1. Transportation of Labour

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

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

46. Safety Measures

- 46.1. 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 Engineer-in-charge or on his behalf from time to time and at all times.
- 46.2. 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.

- 46.3. 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.
- 46.4. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
- 46.5. Taking such normal precautions like fencing and lighting in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, marking danger areas for blasting providing whistles etc.
- 46.6. Supply work men with proper belts, ropes etc., when working in precarious slopes and heights etc.
- 46.7. Avoiding un-insulated electrical wire etc., as they would electrocute the workers.
- 46.8. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines hoists and similar units are working.

47. 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 to time in the area in which the work is situated.
- 3 The contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by him.
- .4 In respect of labour directly or indirectly employed in the works for the purpose of the contractor's 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 RGUKT-RGUKT Nuzvid. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Engineer-in-charge.
- .5 The Engineer-in-charge shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.
- .6 The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the 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 Engineer-in-charge in writing.

48. Indemnity Bond:

The tenderers should submit Indemnity Bond at the time of the Agreement as specified below

Name of work: Design, Construction/Manufacture, supply, Installation, Testing, Commissioning and Maintenance of 3 number of 13nos capacity passenger lifts and One Passenger lift for central Library including all related Civil, Electrical & Mechanical works & Obtaining statutory approvals if required for finished item of work on Lump Sum Turnkey at Institute campus of RGUKT, Nuzvid.

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

49. 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 Corporation indemnified in case any action is taken against Corporation by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Corporation 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 Corporation shall have the right to deduct any money due to the contractor including his amount of performance security. The Corporation 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 Corporation.

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

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

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

- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer before concluding agreement. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.

- (m) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979. The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.
- (n) 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.
- (o) 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.
- (p) Payment of bonus act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

51. Liabilities of the Contractor

51.1. 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 RGUKT-Nuzvid the act of such accident. The contractor shall indemnify RGUKT-Nuzvid against all loss or damage sustained by the RGUKT-Nuzvid resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by RGUKT-Nuzvid as a consequence of RGUKT-Nuzvid failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. in regard to such accident.

51.2. 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 RGUKT-Nuzvid it shall be lawful for the Engineer-in-charge to retain such sum of money which may in the opinion of the Engineer-in-

charge be sufficient to meet such liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

51.3. The contractor shall at all times indemnify the RGUKT-Nuzvid against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules hereunder 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.

52. 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 laborers including controlled commodities.

53. 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.

54. Work during night or on Sundays and holidays

The works can be allowed to be carried out during night, Sundays or authorized 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 authorized holidays.

55. Layout of materials stacks

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

56. Plant and Equipment

56.1. 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.

56.2. 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 RGUKT-Nuzvid does not undertake responsibility towards their supply.

56.3. The RGUKT-Nuzvid shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the

RGUKT-Nuzvid and the RGUKT-Nuzvid cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the RGUKT-Nuzvid machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the RGUKT-Nuzvid. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Engineer-in-charge at the time of supply of the machinery.

56.4. The acceptance of RGUKT-Nuzvid machinery on hire is optional to the contractor.

57. Steel forms

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

58. Inconvenience to public

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

59. Conflict of interest

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Engineer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-in-Charge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Engineer-in-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

60. 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.

61. General obligations of Contractor

61.1. 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.

61.2. The contractor shall promptly inform the Corporation and the Engineer-in-Charge of any error, omission, fault, 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.

61.3. Disputes

If Contractor believes that a decision taken by the Engineer-in-Charge was either outside the authority given to the Engineer-in-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the

technical expert within 14 days of the notification of the Engineer-in-Charge's decisions on occurrence of such event.

62. Security measures

- a. Security requirements for the work shall be in accordance with the Institute / 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.

63. First Aid: At the work site there shall be maintained in a readily accessible place, first aid appliances and medicine including adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order. They shall be placed under the charge of a responsible person, who shall be readily available during working hours.

64. Possession prior to completion

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

65. 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 Engineer-in-Charge and the Engineer-in-Charge's representative and by any other persons authorized by the Engineer-in-Charge in writing.

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

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

67. Variations by way of modification, omissions or additions

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

68. Income tax

During the course of the contract period, deduction of income tax as in force at source shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill

BILL OF QUANTITIES
AND
PRICE BID
(Schedule – A)

NAME OF WORK: Supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. *The quantities here given are those upon which the Lump Sum Turn key tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done.* The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the estimate rate plus or minus tender percentage quoted in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer-in-Charge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender percentage quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & A. P. S. Specifications.
6. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.
7. The quoted tender percentage shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Engineer-in-Charge from time to time. The quoted tender percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all

insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted percentage.

8. The Contractor shall ensure that, the quoted tender percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.
9.
 - a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Andhra Pradesh and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
 - b) The tenderer shall carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer. The APSS and other documents connected with contract such as estimate plans, specifications, can be seen on all working days in the office of the Superintending Engineer, APMSIDC, APMSIDC Circle, Guntur
10. The tenderers attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of APSS. Materials conforming to the Bureau of Indian Standards specifications, APSS etc., shall be used on the work and the tenderers shall quote his overall tender percentage accordingly.
11. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.
12. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Engineer-in-Charge in writing well before their use of the work.
13. The tenderer's particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with
 - a) Test, inspection and rejection of defective materials and work.
 - b) Carriage
 - c) Construction plant
 - d) Water and lighting
 - e) Cleaning up during the progress and for delivery.
 - f) Accidents
 - g) Delays
 - h) Particulars of payments.

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

14. The defect liability period of contract is twenty four months plus defects correction period from the date of handing over finished items.
15. The estimate rates for items shown in the Schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an overall tender percentage considering all the aspects of the tender to complete the finished item of work as per the APSS / B.I.S. specifications, the special specifications appended, Drawings etc.
16. If there is any contradiction between APSS and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
17. In case of a job for which specifications are not available with the Schedule or in APSS / B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Engineer-in-charge.
18. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractors bill.

The contractor should quote his tender percentage keeping in view of the above aspects.

19. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.

In the case of discrepancies between the written description of the item in the bill of quantities (Schedule "A") and the detailed description in the specification of the same item, the later shall be adopted

20. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract as set-forth in the preliminary specifications of the A.P. standard specifications and other conditions of specification of this contract.
21. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The Percentage Excess or less on ECV quoted are for works in situ and complete in every respect.
22. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates i.e., estimate rates plus or minus tender percentage.
23. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
24. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.

25. The payment of rates for supplement items of work will be regulated as under.
- a) Supplemental items directly deductible from similar items in the original agreement.
 - b) The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus overall tender percentage.
 - c) Similar items but the rates of which cannot be directly deducted from the original agreement.
 - d) Purely new items which do not correspond to any item in the agreement.

The rate of all such items shall be estimated rates plus or minus overall tender percentage.

- 36 Extra Items:
- 36.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer-in-Charge. The rates for extra items shall be worked out by the Engineer-in-charge as per the conditions of the Contract and the same are binding on the Contractor.
 - 36.2 The contractor shall before the 15th day of each month, submit in writing to the Engineer-in-charge a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.
- 37 Entrustment of additional items:
- 37.1 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 competent authority shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.
 - 37.2 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 - 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.
 - 37.3 Entrustment of either the additional or supplemental items shall be subject to the provisions under para 176 (B) of APWD Code, 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 competent authority. The Superintending Engineer who entered into the agreement approves the rate for the items / variation in quantity in the current agreement.

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

DECLARATION

I/We hereby declare that I / We have inspected and satisfied myself / ourselves thoroughly and I / We am / are conversant with the local conditions, regarding all materials and about required for the work on which I / We have based my / our rates for the work. The Specifications, Plans, Designs and conditions of contract on which the offer has been based completely studied by me / us before submitting the tender with **3 years comprehensive warranty**.

TENDERER

TECHNICAL SPECIFICATIONS: Academic Block.: 3 No.

Indicative list of lift manufacturers: ***Otis, Kone, Johnson, Schindler, Mitsubishi, Toshiba, Hitachi or Thyssen Krupp make lifts.***

S. No	Description	
1	Capacity	13 Passenger (884 Kgs)
2	Speed	1 Mps
3	Type of Drive	Micro processor based VVVF
4	Travel	16.8 Mtr
5	Serving (G+3)	4 Stops,4 Levels & 4 Openings
6	Available well size	2450 x 1700 mm (1600 mm deep)
7	Power supply	415v,3 Phase, 50Hz
8	Auxiliary power supply	Single phase 220 V,50 Hz
9	Car Size clear inside	Suitable for 13 Passenger as per IS
10	Car Enclosure	Stainless Steel
11	Ceiling	Modular ceiling
12	Flooring	PVC Vinyl flooring
13	Electrical Fan/Light	Led light with circular fan
14	No. of Entrance	1 Location-Front
15	Car entrance	Center Operating Power Open door
16	Landing Entrance	Center Operating Power Open door
17	Clearing opening	900mm wide x 2000mm height
18	Control system	Selective collective
19	Indicator car& landing	25mm,7 Segment direction& position indicators in car and at all landings
20	Car Height	2200mm
21	Push button	Call registering type SS Vandal push buttons
22	Emergency alarm	Battery operated emergency alarm bell
23	Emergency Light	To be provided by lift agency
24	Fan switch in car	To be provided by lift agency
25	Door open/close button in car	To be provided by lift agency
26	Main entrance floor selection	To be provided by lift agency
27	Pana 40 full height infrared door curtain and pressure limit switch as additional safety	To be provided by lift agency
28	OSG	To be provided by lift agency
29	Pit ladder	To be provided by lift agency
30	Load weighing device	Over load device with audio visual alarm is to be provided. The car should remain stationary with door open until overload is removed
31	Landing door	SS with vision panel
32	Car door	SS with vision panel
33	Finish	Prisma
34	Fire resistance	Shall comply with Part-4 of NBC 2016

TECHNICAL SPECIFICATIONS: Central library.: 1 No.

Indicative list of lift manufacturers: *Otis, Kone, Johnson, Schindler, Mitsubishi, Toshiba, Hitachi or Thyssen Krupp* make lifts.

S. No	Description	
1	Capacity	10 Passenger (680 Kgs)
2	Speed	1 Mps
3	Type of Drive	Micro processor based VVVF
4	Travel	9.45 Mtr
5	Serving (G+3)	3 Stops,3 Levels & 3 Openings
6	Available well size	1800 x 2200 mm
7	Power supply	415v,3 Phase, 50Hz
8	Auxiliary power supply	Single phase 220 V,50 Hz
9	Car Size clear inside	Suitable for 13 Passenger as per IS
10	Car Enclosure	Stainless Steel
11	Ceiling	Modular ceiling
12	Flooring	PVC Vinyl flooring
13	Electrical Fan/Light	Led light with circular fan
14	No.of Entrance	1 Location-Front
15	Car entrance	Center Operating Power Open door
16	Landing Entrance	Center Operating Power Open door
17	Clearing opening	900mm wide x 2000mm height
18	Control system	Selective collective
19	Indicator car& landing	25mm,7 Segment direction& position indicators in car and at all landings
20	Car Height	2200mm
21	Push button	Call registering type SS Vandal push buttons
22	Emergency alarm	Battery operated emergency alarm bell
23	Emergency Light	To be provided by lift agency
24	Fan switch in car	To be provided by lift agency
25	Door open/close button in car	To be provided by lift agency
26	Main entrance floor selection	To be provided by lift agency
27	Pana 40 full height infrared door curtain and pressure limit switch as additional safety	To be provided by lift agency
28	OSG	To be provided by lift agency
29	Pit ladder	To be provided by lift agency
30	Load weighing device	Over load device with audio visual alarm is to be provided. The car should remain stationary with door open until overload is removed
31	Landing door	SS with vision panel with glass
32	Car door	SS with vision panel with glass
33	Finish	Prisma
34	Fire resistance	Shall comply with Part-4 of NBC 2016

SCHEDULE -C

LIST OF SPECIFICATIONS FOR THE VARIOUS ITEMS OF WORKS SUPPLEMENTING THOSE DESCRIBED IN SCHEDULE 'A' BY S.S. NUMBERS

SCHEDULE - D

LIST OF I.S. CODES FOR ELECTRICAL INSTALLATIONS INSTALLATIONS

1.	Electrical wiring installation (system voltage not exceeding 650 V)	IS 732-1989
2.	Graphical symbols used in Electro-technology art-XI-Electrical Installation buildings.	IS 2032-1969
3.	Fire safety of building (General) Electrical Installation	IS 1646-1961
4.	PVC Insulated cables	IS 694-1977
5.	PVC Insulated cables (heavy duty)	IS 1554-1964
6.	5 A tumbler switches	IS 1087
7.	15A tumbler switches	IS 2120
8.	3 Pin plugs and sockets	IS 1293
9.	Aluminum conductors for insulated cables	IS 1753-1967
10.	Recommended current ratings for cables	IS 1961-1967
11.	Installation and maintenance of paper insulated power cables	IS 1155-1967
12.	Earthing	IS 3043-1966
13.	Rigid steel conduits for electrical wiring	IS 9537-P-II-1989
14.	Fittings for electrical wiring	IS 2667-1964
15.	Flexible steel conduits electrical wiring	IS 3430-1966
16.	Accessories for rigid steel conduit insulated cables	IS 3837-1966
17.	A C circuit breakers	IS 2516-1977
18.	Heavy duty air break switches and fuses for voltage not exceeding 1000V	IS 4047-1967
19.	11 KV XLPE cables	IS 7089-part-II
20.	Fuses	IS 9224-p-I & II
21.	Current Transformers	IS 2706
22.	Voltage Transformers	IS 3516
23.	Indicating Instruments	IS 1248
24.	Relays	IS IS - 722
25.	Integrating instruments	IS IS - 3231
26.	Auxiliary contracts	IS 2959
27.	Auxiliary switches and push buttons	IS 6875

28.	A C isolators and earthing switches	IS 1818-1972
29.	Central gear for voltage not exceeding 1000 V	IS 4337-1967
30.	Installation and maintenance of switchgear	IS 3072-1965
31.	Enclosed distribution fuse board and cutouts for voltage 100 V	IS 2675-1964
32.	Air break isolators for voltage 1000 V	IS 2607-1976
33.	Marking alignment or switchgear bushes main Connections and auxiliary wiring	IS 375-1963
34.	Selection installation and maintenance of fuses (Voltages not exceeding 650 V)	IS 3106-1966
35.	General and safety requirements for electric Lighting fittings	IS 1913-1969
36.	Lighting public thorough fares	IS 1944-1970
37.	Waterproof electric lighting fitting	IS 3528-1966
38.	Water tight electric lighting fittings	IS 3553-1966
39.	Luminaries for street lighting	IS 2149-1970
40.	Mild steel tubular and other wrought steel pipe fittings	IS 1239-1968
41.	Ceiling fans	IS 374-1951
42.	Transformers	IS 2026-1962
43.	Installation and commissioning of transformers	IS 1886-1967
44.	Protecting of buildings and allied structures against lightning	IS 2309-1967
45.	Interior Illumination	IS 3636-1966
46.	Bus bar ratings	IS 8084-1976
47.	On load change over switches	IS 4064-1978
48.	Aluminum alloy for bus bars	IS 5082
49.	Factory built assemblies of switchgear and control gear	IS 8623
50.	General requirements of switchgear and control gear for voltages not exceeding 1000 V.	IS 4237
51.	Degree of protection provided by enclosing for low voltage switchgear	IS 2147

LIST OF APPROVED MAKES OF ELECTRICAL MATERIALS

Descriptions	Make
1. Annealed copper conductor, PVC insulated, 1100 volts grade flexible copper cables manufactured to IS-694	Q-Flex, Nicco, Finolex, Pawancab Anchor, Havells, RPG, with FR & ISI marking.
2. PVC insulated aluminum conductor, PVC sheathed, Armored Underground cables to IS 1554-Part-I-1976 or latest revision.	Universal, ICC, CCI, Nicco, Pawan cab, Havells, Suncab with ISI marking.
3. M.S. screw type black enameled conduit pipes manufactured as per IS 9538-part-II 1981 or latest revision.	Gupta Brothers, Supreme, Sunce, Adarsh, BCG, Bharat
4. M.S. Boxes	Make out of 16 SWG sheet steel.
5. Flush type deluxe piano marked switches & ISI marked.	Anchor, Leader, Maru with I.S.I marked
6. 3 Plate ceiling Roses ISI marked.	Anchor, Leader, Maru with I.S.I. marked
7. 5 A 3 pin / 2 pin socket & 15 A/5A 3 pin power plug sockets of flush type switches.	Anchor, Leader, Maru with ISI marked
8. Bell pushes	Anchor, Leader, Maru with I.S.I. marked
9. MCB, MCCBs, MCB distribution Boards	Standard/Havells/MDS/ Indo-Copp/L&T.
10. Switch Fuse Unit	L&T /English Electric/ Siemens/Hovels/HPL /standard.
11. Distribution Fuse Board Type 5N 100 TNG E.E. or equipment.	English Electric/Larsen Toubro/ Siemens/Havells/HPL
12. Energy saving model 28Watts with Electronic Choke & Ordinary 40W tube.	Unit: Trinic Tube: Philips/Wipro/Crompton.
13. Ceiling Fans	Crompton Greaves/Polar/ Orient/Bajaj with ISI marked & DGS & D approved model
14. Exhaust fans : Heavy & Light duty	Crompton Greaves/Orient Polar/Bajaj
15. Post top Lanterns, street light fixtures, Bulk	Philips/Crompton greaves/Bajaj /

head fittings, Halogen Lamps.

Havell's

16. Transformers

ETE/HINT/VOLTAMPS/Vijay
Electricals /HIT/APTransco approved makes.

17. Pump sets

Kirloskar/Crompton Greaves\Texmo\Best/
Calama

PRICE BID

BIDDER OFFER FOR THE PART – 1 OF SCHEDULE “A”

NAME OF THE WORK: Supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid.

We, the undersigned, examined the conditions of contract, specification, special conditions of contract, Basic parameters of the proposed Scheme and subsequent Addendums for the above mentioned works .We have examined understood and checked these documents and have ascertained that there is no ambiguity in the employer's Requirement. We accordingly offer to complete the work in conformity with such documents for the lumpsum price as given here under.

We agree to take up the work of as per the Employers requirements at a lumpsum price of Rs. _____ (In figures) _____

_____ (in words)

If this offer is accepted we will provide the specified performance security, commence the work within 10 days from the date of issue of letter of acceptance and complete the work within accordance with the above named documents within the period stipulated for completion. We guarantee that the works will then confirm with the performance security included in the tender. We understand that tenders with an excess of above 5% of the estimated contract value shall summarily be rejected

SIGNATURE, NAME OF THE TENDERER / AUTHORISED SIGNATORY.

Over Estimate contract value of the work shown in Schedule – A (Part-1)

Note: If there is any difference between the figures and wording, the percentage quoted in word will be prevailing. Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.

**FORMS OF TENDER
QUALIFICATION INFORMATION
AND
UNDER TAKING OF TENDERER**

STATEMENT – I

Availability of Key Personnel

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

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

Signature of the Tenderer

STATEMENT – II

- 1. After safe delivery of the Lifts to the RGUKT – Nuzvid campus - 50% payment will be made to the vendor/contractor.**
- 2. After Installation, Testing, commissioning (including Civil, Electrical and Mechanical works) and successful handing over of the lifts to the RGUKT - 45% payment will be made**
- 3. One month after handing over 5% pay will be made based on the satisfactory certificate from concerned department.**
- 4. Security Deposit Amount (5%) will be refunded soon after successful completion of the 3 years comprehensive warranty.**

Statement III

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

UNDERTAKING OF TENDERER

Date:

To

The Administrative Officer,
IIIT-Nuzvid.

Sir,

I/We, _____ do hereby tender and if this tender be accepted, under take to execute

the following work Design, Construction/Manufacture, supply, Installation, Testing, Commissioning and Maintenance of 3 no. of 13 capacity passenger lifts for Academic Buildings (3) and 1 no of 10 capacity passenger lifts Central Library(1) including all related Civil, Electrical & Mechanical works & for finished item on Lumpsum Turnkey basis at Institute campus of RGUKT, Nuzvid, as shown in the drawings and described in the specifications available on online and also in the office of the Administrative Officer, RGUKT-Nuzvid with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum as quoted online or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment on lump-sum basis .”

I/WE have also quoted contract value., in Schedule 'A', annexed (in words and figures) for which I/We agree to execute the work when the Lump Sum Turn key payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE have quoted contract value, in Schedule 'A' both in words & figures. In case of any discrepancy between the in words and figures, the rates quoted words only shall prevail.

I/WE hereby undertake that to provide to the comprehensive warranty to the passenger lifts for period of 3 years.

I/We have deposited the Earnest Money Deposit (EMD), which amount is not to bear any interest and I/We do hereby agree that this sum shall be forfeited by me/us if I/We revoke/withdraw/cancel my/our tender or if I/We vary any terms in our tender during the validity period of the tender without your written consent and/or if in the event of RGUKT Nuzvid accepting my/our tender and I/We fail to deposit the required security money, execute the Agreement and/start the work within reasonable time (to be determined by the Engineer) after written acceptance of my/our Tender

I/WE agreed to keep the offer in this tender valid a period of six 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 IIIT-Nuzvid.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the A.P.S.S. and the preliminary specifications therein and the A.P.S.S. addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the IIIT-Nuzvid 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 tender a crossed Demand Draft towards Earnest Money Deposit not to bear any interest.

I/WE enclosed to my/our tender a crossed Demand Draft towards Processing fee which is non-refundable.

I/WE shall not assign the contract or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the Administrative Officer, RGUKT-Nuzvid will be taken.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the RGUKT-Nuzvid as security for the due fulfillment of this contract. If upon written intimation to me/us by the Administrative Officer, RGUKT-Nuzvid Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Administrative Officer, RGUKT-Nuzvid or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition- 14.2 of the tender conditions, 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 wherein 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 RGUKT-Nuzvid shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

I/WE agree to pay the Transaction fee at 0.03% or as amended from time to time on Estimated contract value of the work through a Demand Draft drawn in favour of M/s A.P.T.S. Hyderabad at the time of conclusion of Agreement.

I/WE agree to pay the Service charges at 0.06% or as amended from time to time on Estimated Contract Value of the work through a Demand Draft drawn in favour of Director, RGU IIIT-Nuzvid at the time of conclusion of Agreement.

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

Name	Qualified

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

Name of technical staff proposed to be employed	Qualification.

TENDERERS / CONTRACTOR'S CERTIFICATE

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the RGUKT-Nuzvid.
- (2) I/WE certify that I/We have inspected the site of the work before quoting contract value. I /We have satisfied about the quality, availability and transport facilities for all the 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 am/We are accepting for the defect liability period as 36 months instead of 12 Months under clause 28 of APSS.
- (5) 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.
- (6) 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 / Corporation of State / Central Govt 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.

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 RGUKT-Nuzvid against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

Address of the Tenderer :

Phone No.:

Fax No.:

Signature of the tenderer

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

QUALIFICATION INFORMATION
CHECKLIST TO ACOMPANY THE TENDER
Documents to be submitted by tenderer on the
e-procurement platform on line

Sl. No.	Document to be uploaded to profile	Description to be given	Scanned documents to be uploaded	Page No. (see Note 4 below)
(1)	(2)	(3)	(4)	(5)
01	Bidder should be an OEM (Original Equipment Manufacturer) or authorized dealer for Otis, Kone, Johnson, Schindler, Mitsubishi, Toshiba, Hitachi or Thyssen Krupp make lifts or CPWD Class –A contractors or Class – III contractors as per Government of Andhra Pradesh norms	Copy of company/firm registration certificate.	Yes / No	
02	The Bidder should be an OEM or authorized Dealer/authorized Distributor/CPWD Class A/Class-III Contractor of Govt. of A.P., of the OEM whose product is being quoted. In case of the authorized Dealer/authorized Distributor separate authorization letter from the OEM is mandatory to quote in the tender. The Authorization Certificate shall be furnished on the letter head of the manufacturing concern/OEM and should be signed by a person on behalf of the manufacturer/OEM, who is competent to authorize the agent/dealer/ distributor. Copy to be furnished	Manufacturer Authorization Letter from the OEM and print on OEM Letter Head. Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the manufacturer		
03	Satisfactorily completed as a prime contractor, similar works (Supply, Installation, Testing and commission of the Lifts) for past three years each. a. Three similar completed works of value at least Rs 30.00 lacs OR b. Two similar completed works of value at least Rs 45 00 lacs OR c. One similar completed works of value at least Rs 80.00 lacs similar work means Supply and Installation of VVVF/ type lifts.			
04	Work should have been done for a Government / Semi Government/ Banks / PSU / Five Star Hotel/ Insurance Companies/ Airport. Copies of work orders, completion certificates,			

	client details for qualifying works should be submitted as documentary evidence			
05	Minimum Average Annual Turnover of the last three financial years should be at least 100% of estimated cost of Rs. 80 lacs. As per Annexure given, duly certified by a practicing chartered Accountant Copies of Audited Balance sheets, Profit Loss Statement, Form 26 AS for each of the three financial years and ITR for the three financial years should be submitted as documentary evidence.			
06	Tenderer should have successfully completed the engineering, supply, installation, testing of passenger lifts for industrial plant / buildings , infrastructural projects or other commercial establishments and multistory apartments or Institutional Buildings of 30 number passenger lifts during last three years. (Copy of the satisfactory certificate and client details to be enclosed)			
07	The manufacturer whose passenger lifts is quoted by the bidder should be an equipment manufacturer or licensee dealer/ service provider of the equipment manufacturer and should be in the business of similar field for at least five years as on 31.03.2018. Bidder should have service centre in Andhra Pradesh and Telagnana.			
08	Vendor should be registered for GST Copy of GST registration should be submitted.			
09	Bidder should have a full-fledged service center in Andhra Pradesh and, Telagnana Address, Telephone numbers, staff strength and profile, designations of individuals, number of lifts/ escalators being given maintenance services from the centre, name, designation and contact number of the person heading the center should be submitted			
10	Copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt..	ITCC	Yes / No	
11	Vendor should be registered for GST Copy of GST registration should be submitted.			
12	Availability of key personnel as in Statement I	Key personnel	Yes / No	

13	Information of litigation history as in Statement II	Litigation history	Yes / No	
14	Processing fee in favour of Director, RGU IIIT-Nuzvid	Processing fee	Yes / No	
15	E.M.D	EMD	Yes / No	
16	Undertaking of Tender	Undertaking	Yes / No	
17	Work experience. Copies of work orders, completion certificates for qualifying works mentioned in Tender documents should be submitted as documentary evidence.		Yes/No	
18	Bidder Information			

- Note:
1. The scanned documents shall be legible failing which they will not be considered.
 2. Shall sign on all statements, documents, certificates uploaded owning responsibility for their correctness / authenticity.
 3. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which shall be indicated in column (5) against each item.
 4. All documents listed above should be self-attested on each page.
 5. RGUKT- Nuzvid reserves the right to cancel / reject all / any applications without assigning any reason

Note: Site Visit:- It is the responsibility of the bidder to visit and examine the site of work and take note of its location, features, surroundings, approachability, distance from places of material and labour procurement, etc., and obtain all information that may be necessary for making his own estimates for the work and submitting his bid accordingly. A contractor who has submitted a bid shall be deemed to have all knowledge of the site and its conditions and will not be entitled to raise any contention that he was not aware of any aspect about the site and its conditions etc. The cost of visiting the site and obtaining all information shall be of the bidder's and the Tender Inviting Authority shall not take any responsibility.

**ORIGINAL EQUIPMENT MANUFACTURER (OEM) MANUFACTURER'S
AUTHORIZATION FORM**

Tender No:

date:

To
The Director,
RGUKT – Nuzvid
Nuzvid, Krishna District, Andhra Pradesh - 521202,

Dear Sir

We manufacturers of original equipments at (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your tender enquiry.

We hereby extend our full comprehensive guarantee and warranty as per tender document and Conditions of Contract for the goods and services offered by the above firm.

The manufacturer updates the bidder and their technical personnel with relevant technical literature, training and skill transfer workshops etc. on a regular basis. The manufacturer provides back to back technical support to the said bidder on a continuing basis. The said bidder is authorized to provide service and solutions using hardware, firmware and / or software as the case may be.

(Signature for & behalf of the manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un-priced bid.

Bidder Information

1	Name of the organization/Contractor	
2	Year of establishment/Class - III and above Registration date	
3	Complete postal address	
4	Name & Designation of Authorized person	
5	Phone No.'s	
6	Fax No.	
7	Email	
8	Nature of the firm (Proprietary/partnership/etc...)	
9	Bank Details of the Agency:	
	Bank Name	
	Bank Address	
	Bank Account Number	
	IFSC Code	
10	PAN No.	
11	GST No:	
12	Total No. of branch offices in Andhra Pradesh	
13	Bid Document Fee (Non refundable)	Amount Rs. DD No. DD Date Issuing Bank & Branch :
14	EMD	Amount Rs. : DD No. : DD Date : Issuing Bank & Branch :
15	Details of certificates enclosed.	

Format of Turnover Certificate

The Turnover of Mr./Ms./M/s _____ for last three financial years as per his/her/their books of Accounts was as under:

S. No.	Financial Year	Turnover (Lakh Rs.)
01		
02		
03		

Signature of Chartered Accountant

Name:

Membership No.:

Seal

Details of service centers in AP/Telagnana

S.No	Full Address of service center	Contact person with phone No.	No. of support engineers
A	B	C	D