**Ref. No.: Engg-17/2026-27** **dt.:19.11.2026**

# NOTICE INVITING TENDER

# Through

# E-Procurement

## For

# HIRING OF SKILLED MASON AND HELPER ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT RGUKT NUZVID

Proprietary & Confidential

**RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES**
**NUZVID INSTITUTE**
**Mylavaram Road, Nuzvid-521202, Eluru Dist., A.P**
**Phone No: 83339 81193**

## Name of the work

**HIRING OF SKILLED MASON AND HELPER ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT 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.apeprocurement.gov.in
2. Approximate Estimate Contract value of work :1,85,400/-
3. Contractors would be required to register on the e-Procurement Market place "https://tender.apeprocurement.gov.in" and submit their bids online. The RGUKT-Nuzvid will not accept any bid submitted in the paper form.
4. Non refundable Processing fee of Rs.750/- to be paid by way of crossed demand draft drawn in favour of Director, RGU III-Nuzvid.
5. a) E.M.D. Rs. 5600/- to be drawn in favour of Director, RGU IIIT Nuzvid along with bids/ online at prevailing AP GO's.
   b) All the participating bidders should pay a Transaction fee [(@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.07.05.06 with effect for 02.02.2007.
6. 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 last date as mentioned 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 date mentioned above will entail rejection of bid and blacklisting.

7. Period of completion of work 45 days from date of hand over of site
8. The tenderers can view/ down load the tender documents from the 'e' market place https://tender.apeprocurement.gov.in
9. Form of contract – Lump sum contract.
10. Class of Contractors eligible is as given below:
    Eligible class of contractor as per G.O. Ms. No:

| | | |
|---|---|---|
| *1)* | *132 of T(R&B) Dept., Dt.11-8-1999* | *Class – III* |
| *2)* | *178 of I& CAD Dt 27.9.1997* | *Class – II* |
| *3)* | *94 of I & CAD (PW-COD) Dept. Dt. 01-07-2003* | *Class – I* |
| *4)* | *94 of I & CAD (PW-COD) Dept. Dt. 01-07-2003* | *Class-IV* |
| *5)* | *94 of I & CAD (PW-COD) Dept. Dt. 01-07-2003* | *Class-V* |

11. Downloading of Tender Documents : From 19.11.2026 to 02.12.2026 up to 05.00PM
12. Last date for uploading of documents online: 03.12.2026 upto 11.00 AM
13. Time and date of opening of Technical bid: 04.12.2026 @ 03.00PM
14. Price Bid :04.12.2026 @ 03.30PM

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

15. Procedure for submission of Tenders :
    a. Tenderers need to contact Administrative Officer, RGUKT, Nuzvid for information on e-Procurement.
    b. Tenderers need to register on the electronic procurement market place of Government of Andhra Pradesh i.e., "https://tender.apeprocurement.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.
    c. 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.
    d. Such uploaded documents pertaining to Technical Bid need to be attached to the tender while submitting the tenders online. The original technical documents & DD towards EMD and processing fee should be submitted to the Administrative Officer, RGUKT, Nuzvid on or before date mentioned above.
16. **Qualification Requirements:** To qualify for consideration of award of the contract each Tenderer should fulfill the following criteria; The details and certificates are to be furnished as per the Performa available in the tender schedules.
    a. The Tenderer should submit copy of any class registration certificate as mentioned in tender notice
    b. The contractor shall furnish a copy of valid GST registration with Commercial Tax department
    c. The contractor should furnish copy of permanent account number (PAN) and copy of latest Income Tax returns AY 2025-26.
    d. The bidder should have satisfactorily completed similar nature (construction works/maintenance works/execution of repairing works in buildings) of work of value equal to ECV in any one financial year during last five financial years in the same name as a prime contractor from 2021-22 to 2025-26.
    e. GPA holder's experience shall not be taken into account.
    f. Non refundable Processing fee of Rs. 750/- to be paid by way of crossed demand draft drawn in favour of Director, RGU IIIT Nuzvid/ online at prevailing AP GO's.
    g. Transaction fee [(@0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- + GST on transaction fee)] shall be payable to the Managing Director, APTS, Hyderabad in the manner mentioned at 5(b) above.
    h. EMD Rs. 5600/- in of favour Director, RGU IIIT Nuzvid to be valid for 6Months from the date of NIT.
    i. Signed Undertaking and declaration form (as mentioned in Pg. 17,18,19)
    j. 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

k. 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.
l. The Tenderer should submit signed undertaking & declaration of tender online.
m. The bidder should submit the particulars invariably in the prescribed format specified in the bid document along with necessary certificates, failing which his bid shall be treated as incomplete and summarily rejected.
n. a. Tenders from Joint Ventures are not accepted.
b. Contractors against whom Vigilance / disciplinary / blacklisting cases are pending in the Govt. of AP are not entitled to participate in the tender for the above work.

**17. 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 technical documents & 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 last date as mentioned. 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.
e. Related certificates, documents etc., duly self attested are to be scanned and uploaded on to the e-procurement platform at https://tender.apeprocurement.gov.in in support of items mentioned in clause
f. Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

**General Terms & Conditions**

18. The technical bid evaluation of the tenderers will be done on the certificates /documents uploaded through online only towards qualification criteria furnished by them. The qualification criteria detailed in tender document only shall be considered for submitting certificate.
19. After uploading the Technical bid / Price bid, the original technical documents & Demand Drafts in respect of processing fee, and EMD are to be submitted by the tenderer to the Administrative Officer, RGUKT-Nuzvid so as to reach before last date as mentioned. The Institute 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 Institute 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

20. The successful tenderer is expected to complete the work within the time period specified in the Tender Notice.
21. 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.
22. 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.
23. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
24. The contractors are requested to upload the information's in Zip format preferably.
25. Transaction fees: A transaction fee at 0.04% of the estimate contract value of the work towards service charges has to be paid by successful bidder before starting of work in the form of Demand draft as follows in favour of :

1) Managing Director, APTS, Rs._____/- (@ 0.04% of estimate contract value with a cap of Rs.10,000/-)

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 so as to reach before last date as mentioned.

## INSTRUCTIONS TO TENDERERS
### A – GENERAL

**Name of the work: HIRING OF SKILLED MASON AND HELPER ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT RGUKT NUZVID**

| | | | |
|---|---|---|---|
| Scope of work | | : | Civil Works |
| a) | ECV put to tender | : | Rs. 1,85,400/- |
| b) | Period of completion. | : | 45 Days |
| c) | SSR adopted | : | Common SSR of 2026-27 |
| d) | Seigniorage Charges | :As per Government Orders issued from time to time. | |
| e) | Goods and Services Tax (GST). | 18% (As per tender condition No. 60) | |

The contractor should supply skilled mason and helper to attend maintenance works at RGUKT Nuzvid.

**1.1 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.

**1.2 Firms Ineligible to Tender:**

vi) 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.

vii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.

viii) 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.

ix) 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.

x) 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

i. Sons, step sons, daughters, and stepdaughters.
ii. Son-in-law, and daughter-in-law.
iii. Brother-in-law, and sister-in-law.
iv. Brothers and Sisters.
v. Father and Mother.
vi. Wife / Husband.

vii. Father-in-law and Mother-in-law
viii. Nephews, nieces, uncle and aunts
ix. Cousins and
x. Any person residing with or dependent on the contractor.

**2. Qualification data of the Tenderers**

2.1 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, Registration as Civil Contractor, 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 dt.: 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 -VII);

c) The contractor shall employ the following technical staff during execution of work, unless he himself is technically qualified person.

| **Cost of work (Technical sanction amount)** | **Qualification of Technical Staff** |
|---|---|
| 1 | 2 |
| From Rs.50,000/- to Rs.1 Lakh | One I.T.I. candidate |
| Above Rs.1.00 lakh up to Rs.15.00 lakhs | One diploma holder |
| Above Rs.15.00 lakh up to Rs.50.00 lakhs | One Graduate Engineer |
| Above Rs.50.00 lakh upto Rs.100.00 lakhs | One Graduate Engineer and One Diploma holder |
| Rs.100.00 Lakhs to Rs.500.00 lakhs | Two Graduate Engineers |

d) Information regarding any litigation, with Government during the last five years, in which the Tenderer is involved in (Statement VIII);
Note : The tenderer shall sign all the statements /documents and certificates up loaded by him owning the responsibility for their correctness/ authenticity.

2.2 a. Tenders from Joint Ventures are not accepted.
b. Contractors against whom Vigilance / disciplinary / blacklisting cases are pending in the Govt. of AP are not entitled to participate in the tender for the above work.

2.3 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 (Govt. of AP Only).
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
iv. Copy of appropriate class registration with govt. of AP as mentioned in Tender Notice
v. Information on Litigation history in which tenderer is involved if any.
vi. Non refundable Processing fee of Rs. 750/- to be paid by way of crossed demand draft drawn in favour of Director, RGU IIIT-Nuzvid.
vii. All the participating bidders should pay a Transaction fee of XXXXXX [(@0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- + GST 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 of Director, RGU IIIT, Nuzvid to be valid for 6 Months from the date of NIT/online as per prevailing APGO's.
ix. Signed undertaking of tender
x. The Tenderer should satisfactorily complete as a prime contractor in similar nature of work in the same name with a value of 50% of ECV in any one year during last five years.

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 Government are not entitled to participate in the tender for the above work.

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

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

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 60(a) of PS to APSS.
- 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.

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

2.6 For tenders up to 15% less than the estimated contract value of work, no additional security deposit is required. But for tenders less by more than 15% of the estimated Contract Value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful tenderer at the time of

concluding agreement as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects

2.7 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. A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

2.8 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.

3. One Tender per Tenderer:

3.1 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.

4. Cost of Tendering

4.1 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.

5. Site Visit

5.1 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.

**5.2 OPENING OF THE PRICE BID.**

a. The technical bids will be opened online by the Administrative officer, RGUKT-Nuzvid 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.

b. Furnishing of hard copies by the Tenderers before opening of last date as mentioned is mandatory.

c. The tenderer shall invariably furnish the original technical documents & DD towards EMD to the tender inviting authority before last date either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the tenderer. Department will not take any responsibility for any delay or non receipt. Failure to furnish the original DD towards EMD before Price bid opening will entail rejection of bid.

d. The bidder shall mandatorily pay the transaction fee to MD, APTS, Hyderabad., through the electronic payment gateway.
e. The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before last date.
f. 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.
g. The tenderers shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.
h. 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.
i. Even though the Tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement/work order, when called upon.
- record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking clause 60(a) of PS to APSS.
- 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.

j. Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.
k. For tenders up to 15% less than the estimated contract value of work, no additional security deposit is required. But for tenders less by more than 15% of the estimated Contract Value of work, the difference between the tendered amount and 85% of the estimated contract value, shall be paid by the successful tenderer at the time of concluding agreement/work order as an additional security to fulfill the contract through a Bank Guarantee or Demand Draft on a Nationalized Bank / Scheduled bank in the prescribed format valid till completion of the work in all respects
l. 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. A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

## B. TENDER DOCUMENT

1. Clarification on Tender Documents

    a. 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.

2. Amendment to Tender Documents

    a. 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.
    b. 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.apeprocurement.gov.in & www.rguktn.ac.in /tenders
    c. 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

3. Language of the Tender.
    a. All documents relating to the tender shall be in the English Language only.

4. Bid Offer
    a. Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Engineer-in-charge 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 tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The over all tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be quoted both in figures and words.
    b. 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.
    c. The rates displaced in the BOQ are excluding GST only.
    d. The bid offer shall be for the whole work and not for individual items / part of the work.
    e. 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.
    f. 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.
5. Validity of Tenders
    a. Tenders shall remain valid for a period of not less than three months from the last date for receipt of Tender specified in NIT.

b. During 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.

c. 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.

## 6. Earnest Money Deposit and Security Deposit

a. The Tenderer shall furnish, Earnest Money Deposit equivalent to 3% of ECV along with hard copies of Tender documents. The DD shall be from a Nationalized Bank/Scheduled Bank in favour of Director, RGU IIIT, Nuzvid valid for a period of 6 Months. Xerox copy of the DD is to be scanned and uploaded along with the Bid and the original technical documents & DD shall be sent to the Administrative Officer, RGUKT, Nuzvid so as to reach before specified date. Failure to furnish the original DD before specified date will entail to rejection of bid and blacklisting.

b. The successful tenderer should however pay the EMD at 3% on Estimated Contract Value / Tender Contract Value whichever is higher plus the additional EMD/SD for tenders less by more than 15% of the Estimate Contract Value at the time of acceptance of work order in the shape of crossed Demand Draft on any Nationalized Bank/Scheduled Bank

c. Demand Drafts furnished towards EMD shall be valid for a period of six months from the date of tender notice.

d. Return of E.M.D. to unsuccessful tenderer: The earnest money deposit will be refunded to the unsuccessful tenderer by registered post/online at the expiry of the period of validity of tender or the entrustment of the work to the successful tenderer whichever is earlier.

e. The successful tenderer should pay security deposit an amount of 3% of estimated/ contract value to the RGUKT-Nuzvid, in favour of Director, RGU IIIT, Nuzvid. It shall be refunded after completion of Defect liability period of the project/work.

f. 3% of security deposit will be released within 24 (Twenty) months after completion of total work, completion of rectifications if any identified by the RGUKT-Nuzvid and completion of defect liability period and after complete rectification of if any defect identified by the RGUKT-Nuzvid.

7. Return of EMD to successful tenderer

The EMD paid by the successful tenderer at the time of tendering will be discharged when the tenderer has accepted the work order and furnished the required SD.

8. The earnest money deposit and security deposit deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

9. The E.M.D. /SD 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 accept the work order for whatever the reason.

i. In consideration of the Engineer-in-charge 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.

## E. TENDER OPENING AND EVALUATION

17. Tender opening

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.

18. Clarification on the Technical Bid

18.1. 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.

18.2. 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.

19. Examination of technical Bids and Determination of Responsiveness

19.1. The Engineer-in-charge 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.

19.2. 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.

20. Price Bid Opening

20.1. 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.

20.2. The Price Bid of the Unqualified Tenderers will not be opened.

20.3. Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of 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/Administrative officer, RGUKT-Nzd on tenders shall be final.

21. Evaluation and Comparison of Price Bids

21.1. The Engineer-in-charge or his nominee will evaluate and compare the price bids of all the qualified Tenderers.

21.2. 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.

21.3. 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.

21.4. According to AP GO.Ms.No. 79 dt.: 25.08.2020, it is order that the adoption of reverse tendering procedure shall be mandatory in respect of procurement of goods, services and works with a value of Rs. 1.00crore (rupees one crore) and above, as per the guidelines to be issued by the finance department.

22. Discrepancy in Tender percentage quoted

22.1. 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.

23. Process to be Confidential

23.1. 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.

23.2. No Tenderer shall contact the Engineer-in-charge 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.

23.3. 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.

23.4. 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 takes by the Engineer-in-charge on tender shall be final.

## F. AWARD OF CONTRACT

24. Award Criteria

24.1. The Administrative Officer, RGUKT-Nuzvid or his nominee will award the contract on approval of the tender by competent authority.

24.2. 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.

25. Notification of Award of contract

25.1. 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").

25.2. When a tender is accepted, the concerned tenderer shall attend the office of the Administrative Officer, RGUKT-Nuzvid 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 from a Nationalized / Scheduled Bank with a validity period of duration of Contract period plus defects liability period of 2 year and accept the work order in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Engineer-in-charge office on the date fixed, in the written intimation, to accept the required work order shall entail forfeiture of the Earnest Money deposited. The accept the work order to be entered into between the contractor and the Engineer-in-charge 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 acceptance of work order has first been signed by the contractor and then by the proper officer authorized to enter into contract.

25.3. The successful tenderer has to accept the work order/LOA within a period of 7 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.

26. Rights of the RGUKT-Nuzvid

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

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

QUALIFICATION INFORMATION (Annexure-I)
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 below) |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | (a) Contractors valid registration under appropriate class and category with Government of Andhra Pradesh (for Civil , PH and Electrical categories)<br>(b) Partnership deed in case of firms & article of association in case of companies | Registration | Yes / No | |
| 2 | EMD Paid crossed DD/online to the Account of The Director, RGU IIIT Nuzvid, payable at Nuzvid and copy of Bank slip should be scanned will be attached to Uploaded documents. | EMD | Yes / No | |
| 3 | Transaction fee through electronic gateway payment | Transaction Fee | Yes / No | |
| 4 | Scanned copy of Bid processing fee by way of DD/online to the Account of Director, RGU IIIT NUZVID, Payable at Nuzvid | Bid processing Fee | Yes / No | |
| 5 | Copy of PAN card and copy of latest income tax returns submitted along with proof of receipt | Income Tax Documents | Yes / No | |
| 6 | Copies of GST registration | GST Documents | Yes / No | |
| 7 | Declaration in online stating that the soft copies uploaded by them are genuine | Undertaking | Yes / No | |
| 10 | Self declaration by the bidder in proof of going through all bid conditions (see format below check list) | Declaration | Yes / No | |

Note: 1.Please upload documents in ZIP format with suitable description as defined above.

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.

UNDERTAKING OF TENDERER

Date: ……

To

The Administrative Officer,
RGUKT-Nuzvid.

Sir,

**I/We, _____do hereby tender and if this tender be accepted, under take to execute the following work "HIRING OF SKILLED MASON AND HELPER ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT 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 or by final measurement at unit rates"**

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

I/WE have quoted Percentage excess or less on E.C.V., in Schedule 'A' both in words & figures. In case of any discrepancy between the Percentage excess or less on E.C.V., in words and figures, the rates quoted words only shall prevail.

I/WE agreed to keep the offer in this tender valid a period of 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 RGUKT-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 RGUKT-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 shall be limited to (1) Labour contract (2) Material contract (3) Transport contract (4) Engaging specialists for special items of work enjoined in A.P.S.S.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the 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/acceptance of work order 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/acceptance of work order to be entered into between me/us and Institute 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/acceptance of work order has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of RGUKT-Nuzvid.

I/WE agree to pay the Transaction fee at 0.04% 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/acceptance of work order.

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/contract which I/We execute at RGUKT-Nuzvid.

2. I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for 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/We will pay an additional security deposit in terms of conditions, the difference between 85% of ECV and my/our tender amount, in case if my / our offer is less than 15% as per clause 3.6

5. I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition, if my /our offer is more than 5% of ECV as per clause 3.5.

6. I/WE hereby declare that I am/We are accepting for the defect liability period as 24 months under clause 28 of APSS.

7. I/WE declare that I/WE will procure the required construction materials including earth and use for the work after approval of the RGUKT-Nuzvid. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the

materials for construction, I/WE shall ensure smooth and un-interrupted supply of materials. I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil/material and the land for borrow area. My/our quoted percentage excess or less on ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil/material to the Institute after completion of work.

8. 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.

9. 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

## 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 Engineer-in-charge will provide instructions clarifying queries about the conditions of Contract.

2. Administrative Officer, RGUKT-Nuzvid Decisions

2.1 Except where otherwise specifically stated, the Administrative Officer, RGUKT-Nuzvid will decide the contractual matters between the Institute and the Contractor in the role representing the Department.

3. Delegation

3.1 The Administrative Officer, RGUKT-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 Engineer-in-charge

6. Schedule of key personnel

6.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

The successful tenderer shall have to employ the following technical staff on full time basis to be available at site.

| Cost of work (Technical sanction amount) | Qualification of Technical Staff |
|---|---|
| Value upto Rs.1 Lakh | One I.T.I. candidate |
| Above Rs.1.00 lakh up to Rs.15.00 lakhs | One diploma holder |
| Above Rs.15.00 lakh up to Rs.50.00 lakhs | One Graduate Engineer |
| Above Rs.50.00 lakh unto Rs.100.00 lakhs | One Graduate Engineer and One Diploma holder |
| Above Rs. 100.00 Lakhs | Two Graduate Engineers |

6.2 Employment of technical personnel shall be with reference to the estimate cost of work put to tender.

6.3 In case the contractor himself is a Diploma holder / Graduate Engineer no agent need to be appointed to supervise works costing upto Rs.5.00 lakhs. Even if the contractor is himself a technically qualified person, he shall employ technical staff on the scale prescribed for supervising works when more than one work is undertaken and if they are beyond a radius of 5 Kms. One or more works within a radius of say 5 Km. shall be treated as a single work for the purpose of employment of technical staff.

6.4 The appointment of technical staff shall be on full time basis with following wages. The Technical staff shall be available at work site for supervising the work including quality checking of all items from time to time. Failure to employ the required technical personnel by the contractor, amounts will be recovered at the following rates from the contractor:

Diploma Engineer: - Rs.850/- per day.
Graduate Engineer: - Rs.1100/- per day.

6.5 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.

6.6 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.

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

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

6.9 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.

6.10 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.

6.11 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

7. Contractor's Risks

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

8. Insurance

Works insurance is dispensed with vide G.O. Ms. No: 61 Irrigation & CAD (PW: Reforms) Department Dt. 25-06-2013

9. Site Inspections

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

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

10. Contractor to Construct the Works

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

11. Power Supply

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

11.2 If the power is supplied by the RGUKT-Nuzvid, the contractor shall pay the bills to RGUKT-Nuzvid for the cost of power consumed by him @ Rs.10/unit or amendment rate specified.

12. Safety

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

13. Discoveries

13.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the RGUKT-Nuzvid. The Contractor is to notify the Administrative Officer, RGUKT-Nuzvid of such discoveries and carry out the Administrative Officer, RGUKT-Nuzvid instructions for dealing with them.

14. Possession of the Site

14.1 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.

15. Access to the Site

15.1 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.

16. Instructions

16.1 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.

17. Settlement of disputes

18.1. All disputes and differences of any kind whatsoever arising out or in connection with contract, whether during or after completion of contract will be settled amicably in a spirit of co-operation and the RGUKT-Nuzvid decision shall be final on all such matters and shall be binding on the contractor.

18.2. All contractors shall be governed by the laws of India for the time being in force.

18.3. However, in case of any unresolved issues/disagreements/disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the jurisdiction of Nuzvid, Krishna District only. The resultant contract will be interpreted under Indian laws.

## B. TIME FOR COMPLETION

18. Program

19.1. The total period of completion is 45 days from the date of entering with agreement/handover of site (whichever is earlier) to proceed including rainy season.

19.2. 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.

19.3. 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 :
Mile stone- 1 Completion of the Work

19.4. After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them. Work programme of achieving of milestones (statement) should be submitted from time to time.

19.5. The contractor shall commence the works on site as specified under condition 19.1 to 19.3 above after the receipt by him of a written order to this effect from the Engineer-in-charge and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer-in-charge or his nominee, or be wholly beyond the contractor's control.

19.6. Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Engineer-in-charge or his nominee will, with the Engineer-in-charge's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Engineer-in-charge or his nominee, may and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Engineer-in-charge or his nominee to give possession in accordance with the terms of this clause, the Engineer-in-charge or his nominee shall grant an extension of time for the completion of works.

19.7. The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

19.8. Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed, in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

20. Suspension of works by the Contractor

1. If the Contractor shall suspend the works, or sublet the work without sanction of the Engineer-in-charge, or in the opinion of the Engineer-in-charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid

down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause 27 of the APSS, the Engineer-in-charge shall take action in accordance with Clause 61 of APSS.

2. If the Contractor stops work for 5 days and the Stoppage has not been authorized by the Engineer-in-charge the Contract will be terminated under Clause 61 of APSS.
3. If the Contractor has delayed the completion of works the Contract will be terminated under Clause 61 of APSS.

21. Extension of the Intended Completion Date
    1. The Engineer-in-charge 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.
    2. The Engineer-in-charge shall decide whether and by how much to extend the Intended Completion Date within 3 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.

22. Delays Ordered by the Engineer-in-Charge
    1. The Engineer-in-charge may instruct the Contractor to delay the start or progress of any activity within the Work.

23. Management Meetings
    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.

**Records to be maintained at site:**

ii. 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.

iii. Variations by way of modification, omissions or additions: For all modifications omissions from or additions to the drawings and specifications, the Engineer-in-charge will issue revised plans, or written instructions, or both and modification, omission or additions shall be made unless authorized and directed by the Engineer-in-charge in writing.

iv. The Engineer-in-charge shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict.

v. Site Order Book: The site order book shall be maintained by the contractors at the site of the work. As far as possible all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Departmental Officer who issues such orders and signed by the contractor or by his representative towards compliance. The order book shall not be removed from the work spot except with the written permission of the Engineer-in-charge.

vi. Quality Test Register (QTR): The contractor shall maintain the QTR at the site in the format specified and record therein the results of all the tests conducted by him. The relevant reports of the tests conducted shall be maintained in a separate file.

vii. Other Documents: Other prescribed documents like register on calibration of equipments maintained at site and other checklists shall be maintained at site and produced for verification of inspecting officers.

viii. Return of site documents: All the site records / documents mentioned therein must be returned to the engineer-in-charge in full shape after the satisfactory completion of work.

24. 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.

25. Correction of Defects

1. The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defect liability period shall be extended for as long as defects remain to be corrected by the Contractor.
2. Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer-in-Charge's notice.

26. Uncorrected Defects

1. If the contractor has not corrected the defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.
2. The Engineer-in-Charge shall introduce O.K. cards and prescribed the formats there of. O.K. cards shall relate to all major components of the work. The contractor / his authorized representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items. Any defects pointed out by the construction supervision staff or by the Quality Control staff shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.
3. 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.

## C. COST CONTROL

27. Bill of Quantities

1. The Bill of Quantities shall contain items for the construction work to be done by the Contractor.
2. The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item plus or minus Tender percentage.

28. Supplemental items :

1. The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
2. The payment of rates for such supplemental items of work will be regulated as under; Supplemental items directly deducible from similar items in the original agreement.

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

2. (a) Similar items but the rates of which cannot be directly deduced from the original agreement.
   (b) Purely new items which do not correspond to any item in the agreement.
3. The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

29. Extra Items
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.
2. The contractor shall before the 3rd day of each week or when ever required, 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.

30. Entrustment of additional items
1. Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of competent authority shall be obtained. Entrustment of such items on nomination shall be the estimated rates or agreement rates (-) Tender Percentage whichever is less.
2. Entrustment of the additional items contingent on the main work will be authorized by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the 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.
3. Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Engineer-in-charge who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of competent authority.
4. Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

31. Payments
1. Payment for the work done by the contractor will be made for the finished item of 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.

2. Payments and Certificates- Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfillment of the contract. Payment shall be made to work to measurement only. The contractor shall deposit an amount equal to 5% of contract value as security deposit towards works. This amount shall be paid to the contractor a period of 24 months as all defects shall have been made good and completion of defect liability period according to the true intent and meaning thereof.
3. In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, APSS or Contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the running bills or at any time thereafter from the deposits available with the RGUKT-Nuzvid.
4. Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfillment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.
5. No claim shall be entertained, if the same is not represented in writing to the Engineer-in-Charge within 7 days of its occurrence.
6. The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.
7. Intermediate Payments
    1. For intermediate Stage of work, only part rates as fixed by the Engineer-in-Charge will be paid.
    2. Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.
    3. Full rate shall be paid when the work is completed to the full profile as noted in the drawings.
    4. Where payment is intended for aggregates by Bill of Quantities item based on stack measurements, 10% of the quantity measured will be withheld. No payment or advance will be made for unfixed materials when the rates are for finished work in site
    5. The contractor shall supply as built drawings drawn to scale in 5 sets along with original tracings within 28 days of the issue of certificate of completion of work failing which an amount of Rs. 25000/- will be withheld from the amounts due to the contractor.

32. Interest on Money due to the Contractor

No 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.

33. Taxes included in the bid

The percentage quoted by the contractor shall be deemed to be exclusive of GST but inclusive of all other taxes on all materials that the contractor will have to purchase for performance of this contract. Any Central or State sales and other than current taxes

on completed items of works of this contract as may be levied and paid by the contractor shall be reimbursed by the RGUKT-Nuzvid to the contractor on proof of payment to the extent.

34. Price Adjustment- Eligible for the work with ECV more than 2.00 crores.

35. Retention or security deposit

RGUKT-Nuzvid shall retain from the contractor @ of 5% of contract value as security deposit until completion of whole work & upto completion of defect liability period of 24 months. 5% of security deposit will be released after completion of corrections and completion of defect liability period.

36. Liquidated Damages

1. If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Engineer-in-charge too slow to ensure completion by the prescribed time or extended time for completion Engineer-in-charge shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Engineer-in-charge may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Engineer-in-charge under this clause the contractor shall seek the Engineer-in-charge's permission to do any work at night or on Sundays, if locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.
2. If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonfire extensions allowed by the competent authority without levying liquidated damages), the Engineer-in-charge may without prejudice to any other method of recovery will deduct for the period of delays subject to a maximum of 10% of the contract value from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.
3. The liquidated damages for the whole of the work are Rs.1000/-(amount one tenth of one percent of contract value per day) The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

| | | |
|---|---|---|
| For milestone 1 - | Rs.185/- | Per day |

37. Securities

1. The Earnest Money Deposit and Additional Security (for discount tender percentage beyond 15%) shall be provided to the RGUKT-Nuzvid 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 RGUKT-Nuzvid. The security deposit 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

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

## E. FINISHING OF THE CONTRACT

39. Completion

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

40. Taking Over

1. The RGUKT-Nuzvid shall takes over the Site and the Works within seven days of the Engineer-in-Charge issuing a certificate of Completion.

41. Termination

1. The Engineer-in-charge may terminate the Contract if the contractor causes a fundamental breach of the Contract.
2. Fundamental breaches of Contract include, but shall not be limited to the following.
   a) The Contractor stops work for 3 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 RGUKT-Nuzvid has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
   g) The Contractor has contravened Sub-Clause 5 of Conditions of Contract and sublet the work.
   h) The Contractor does not adhere to the agreed construction program (Clause time of completion of Conditions of Contract) and also fails to take satisfactory remedial action as per agreements reached in the management meetings for a period of 15 days.
   i) The Contractor fails to carry out the instructions of Engineer-in-Charge within a reasonable time determined by the Engineer-in-Charge.

   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 Tenderness (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.

3. Notwithstanding the above the RGUKT-Nuzvid may terminate the contract for convenience.
4. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured, leave the Site as soon as reasonably possible.

42. Payment upon Termination

1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate,

less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and the percentage to apply to the value of the work not completed representing additional cost for completing the works at the rate of 20 percent of balance work. Additional Liquidated Damages shall not apply. If the total amount due to the RGUKT-Nuzvid exceeds any payment due to the Contractor the difference shall be a debt payable to the RGUKT-Nuzvid.

43. Property

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

44. Release from Performance

1. 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 after wards to which commitment was made.

## F. SPECIAL CONDITIONS

45. 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.

1. Contractor not to dispose off Spoil etc. :-

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

46. 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;

The contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a written in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information pertaining to Contractor's Equipment as the Engineer-in-Charge may require.

1. Transportation of Labour

a. 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.

47. Safety Measures
    1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions.

48. Indemnity Bond:

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

**Name of work: HIRING OF SKILLED MASON AND HELPERS ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT 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 and with other Government Departments / Corporations.

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.

50. Liabilities of the Contractor
    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. 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.

52. Payment upon termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and the percentage to apply to the value of the work not completed representing additional cost for completing the works at the rate of 20 percent of balance work. Additional Liquidated Damages shall not apply. If the total amount due to the RGUKT-Nuzvid exceeds any payment due to the Contractor the difference shall be a debt payable to the RGUKT-Nuzvid. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

53. Access to the contractor's books

Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-in-Charge.

54. Drawing to be kept at site

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

55. 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.

56. Variations by way of modification, omissions or additions

a. For all modifications, omissions from or additions to the drawings and specifications, the Engineer-in-charge will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorized and directed by the Executive Engineer in writing.
b. The Engineer-in-Charge shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict.
c. Engineer-in-Charge's Decision: It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the Engineer-in-Charge, which shall be given in writing shall be binding on the contractor.

57. Site Order Book : An order book shall be kept at the Department office on the site of the work. As far as possible all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Departmental officer who issues such orders and

by the contractor or by his representative. The order book shall not be removed from the work spot except with the written permission of the Engineer-in-charge

58. Income tax
    a) During the currency of the contract deduction of income tax at source itself or amended from time to time shall be made from the gross value of each bill of the contract.
    b) Income Tax clearance certificate should be furnished before the payment of final bill.
    c) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

59. Seigniorage charges
    1. The Seigniorage charge will be remitted as per the rates prescribed by the State Government / Mines and Geology Department from time to time and as per the government orders in vogue at that time for the materials used on the work. In data Seigniorage charges are not included.
    2. The percentage quoted by the contractor is exclusive of Seigniorage charges on all materials that the contractor will have to purchase for performance of this contract
    3. Seigniorage component of the estimate shall be added in each bill of the contractor and recovered and remitted to Dept.

60. Goods and Service tax on works contracts
    1. The rates included in BOQ (schedule-A) are exclusive of GST
    2. GST at the prescribed rates as indicated by the Government from time to time will be worked out and added in the work bill. The GST component added thus to the work will be recovered.
    3. The contractor shall produce a valid GSTIN certificate before payment of the final bill. Otherwise payment to the contractor will be withheld.

61. CESS: "An amount equivalent to 1% of gross amount will be deducted from each bill of the Contractor towards cess and will be remitted to Andhra Pradesh Building and other Construction workers, Welfare Board as per G.O.Ms.No.57, LET&F (Lab.II) Department dt.26-06-2007 and G.O.Ms.No.59, LET&F (Lab.II) Department dt.29-06-2007".

62. Supply of construction materials
    i. The contractor has to make his own arrangements for procurements, supply and use of construction materials.
    ii. All materials so procured should confirm to the relevant specifications indicated in the bidding documents
    iii. The contractor shall follow all regulations of the RGUKT-Nuzvid/ Government of India in respect of import licenses etc., of the procurement of the materials is through imports and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.
    iv. The contractor shall make his own arrangements for adequate storage of the materials.

63. CONSTRUCTION MATERIALS
    1. The contractor has to make his own arrangement for procurement, supply and use of all construction materials including cement, steel and blasting materials etc., and compliance of following should be ensured.

2. All materials so procured should confirm to the relevant specifications indicated in the tender documents or to alternative standards or specifications which are equal or higher in quality than those specified subject to Engineer-in-Charge's prior review and written approval difference between the standards specified and the proposed alternatives must be fully described by the contractor and submitted to Engineer-in-Charge's at least 7 days prior to the date when the contractor desires Engineer-in-Charge's approval. In the event Engineer-in-Charge determines that the alternative do not ensure equal or higher quality the same will be rejected and the contractor shall comply with the standards set forth within the documents.
3. All materials to be supplied should fully confirm to provisions of A.P.S.S. / I.S. Specifications as applicable
4. Materials, workmanship, period and certificate of maintenance and defect liability, quality:-All materials and workmanship shall be of the respective kinds described in the contract and in accordance with Engineer-in-Charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabrication or on the site or at such other place or places as may be specified in the contract, or at all or any of such places. The contractors shall provide such assistance, instruments, machines, labour and materials as are normally required for examining measuring and testing the work and the quality weight or quantity of any materials used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the Engineer-in-Charge.
5. Tests, inspection of defective materials: The contractor shall without extra cost provide samples and co-operate in the testing of materials. The Engineer-in-Charge shall have access at all times to the places of storage and where materials are being manufactured and proceeded for use in the works under contract to determine whether their manufacture and process are proceeding in accordance with the drawings and specifications. The Engineer-in-Charge shall during the progress of the works have power to order in writing from time to time in respect of the following.
    a) The removal from the site, within such time or times as may be specified in the order of any materials which in opinion of the Engineer-in-Charge, are not in accordance with contract.
    b) The substitution of proper and suitable materials and
    c) The removal and proper re-execution, not withstanding of any work which in respect of materials or workmanship is not, in the opinion of the Engineer-in-Charge, in accordance with contract.
    d) The contractor shall carry out such order at no extra cost to the Engineer-in-Charge. In case of default on the part of the contractor in carrying out such order, the Engineer-in-Charge shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by Engineer-in-Charge or may be deducted by the Engineer-in-Charge from any monies due to or which may become due to the contractor.
    e) In lieu of removing the work or materials not in accordance with the contract the Engineer-in-Charge may order such work or materials to remain and in that case such may be paid at the reduced rates as may be decided by Engineer-in-Charge. However any action by the Engineer-in-Charge under this para shall not any way absolve the contractor from his responsibility and liabilities as per conditions of contract.

## TECHNICAL SPECIFICATIONS

## [INCORPORATED AS PER REQUIREMENT OF THE WORK PUT TO TENDER WITH THE RELEVANT SPECIFICATION AND NUMBER OF AP STANDARD SPECIFICATION / SPECIAL SPECIFICATION]

## SPECIFICATIONS

### STANDARD SPECIFICATION FOR BUILDING WORK (AS PER A.P.S.S)

All the items of work shall be executed as per the Standard Specifications laid down in APSS, the relevant I.S Codes of the Special Specification as indicated in Schedule - 'A' of the tender.

| Sl. No | Name of the specification | Specification No.ofAPSS |
|---|---|---|
| 1 | 2 | 3 |
| 1. | **STANDARD SPECIFICATION FOR MATERIALS** | |
| 1.01 | General | 101 |
| 1.02 | Common Burnt Clay Brick | 102 |
| 1.03 | Broken Brick | 103 |
| 1.04 | Surki | 104 |
| 1.05 | Fly Ash | 105- |
| 1.06 | Rough Stones for dry packed Revetments and aprons | 106 |
| 1.07 | Stone for Masonry | 107 |
| 1.08 | Broken Stone/Coarse Aggregate for Concrete | 108 |
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| 11.02 | Steel work in single section of R.S. Joists, Flats, Tees Angles and Channels etc. | 1102 |
| 11.03 | Steel work Riveted and bolted in built-up sections, trusses and framed work | 1103 |

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| 1 | 2 | 3 |
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| | | |
| | | |
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1. PREAMBLE

The technical specifications for various items of work contained herein shall be read in conjunction with the specifications mentioned for each item of work in bill of quantities (Schedule – A) and also plans and drawings.

2. Part I - General Technical Specifications

The following are the general technical specifications normally adopted for construction of buildings/other works. Each item of work shall be executed according to the relevant standard specification number as described in the "Andhra Pradesh Standard Specification"(APSS) and Indian Standard (I.S) Specifications, including Water supply, Sanitary and Electrical Installations. In the absence of any definite provisions on any particular item of work in the aforesaid specifications in A.P.S.S., reference may be made to the latest codes and specifications of Indian Standards or Indian Roads congress (IRC in case of Roads). Where even these are silent, the construction and completion of works shall conform to sound engineering practice as approved by Engineer-in-charge and in case of dispute arising out of the interpretation of the above, the decision of Engineer-in-charge shall be final and binding on the contractor.

3. GENERAL INSTRUCTIONS

3.1. Site Clearance and Demolition

The site shall be cleared of all trees, stumps, roots, brush wood, bushes and other objectionable materials. Useful and saleable material shall be the property of the Owner and shall be stacked properly as directed by the Engineer-in-charge. The areas to be covered with embankments shall be stripped of top soil to required depths to expose acceptable founding strata. Top soil unsuitable for use in embankment construction and other fills shall be disposed off as directed. All combustible materials shall be stacked and burnt in locations sufficiently remote to eliminate all danger of fire hazards. All old concrete, brick works and drains which

interfere with construction works shall be dismantled with the approval of the Engineer-in-charge duly taking all necessary precautions prescribed in safety specification given below. Top soil which is suitable for use in construction work shall be stockpiled for later use. Other objectionable materials such as trash, debris, stones, brick, broken concrete, scrap metal etc., shall be disposed off as directed by the Engineer-in-charge. Payment for cutting and removal of trees, stumps, dismantling existing structures and stripping shall be regulated by the description in the Schedule of Items or Section 2 of A.P.S.S.

3.2. Drawings, Instructions, Measurements

All works shall be done according to the detailed drawings and specifications. Figured dimensions shall be followed. Measurement shall be taken of the actual work done but shall not exceed those marked on the drawings for payments.

3.3. Quality of work

The materials, Equipment, tools and plants and workmanship should be of high and acceptable quality conforming to the standard specifications.

3.4. Testing of works and materials

I. All materials used and works done shall be subject to approval of the Engineer-in-charge.

II. The contractor shall arrange sufficiently in advance to test materials and portions of works in order to prove their soundness and efficiency if required, including samples and supporting test results from the approved laboratory and other documentary evidence from the manufacturer, wherever applicable, and indicate the types of materials and their respective sources. The delivery of materials at site shall commence only after the approval of the quality, grading and sources of the materials by the Engineer-in-charge.

3.5. Rejection of Materials/works

i. Any material brought to site which in the opinion of the Engineer is defective, sub-standard, damaged, contaminated, deteriorated or does not comply with the requirement of the specification shall be rejected. The contractor shall remove from site such materials within 4 hours of notice from site.

ii. If the work or portion of the work which in the opinion of the Engineer is found to be defective or unsound, the contractor shall pull it down and re-execute the same work at his own cost.

3.6. Measurement Materials

Materials requiring mixing should be measured separately in boxes of appropriate size before being mixed in the specified proportions.

3.7. Storage of Materials

3.8.1 Adequate safe, dry storage shall be provided for all materials particularly cement.

3.8. Codes

i. Unless mentioned otherwise, current versions of all codes, specifications and standards issued by the Indian Standards Institution and Indian Roads Congress shall be fully applicable to these specifications. In the absence of appropriate publications by ISI or IRC, adoptable specification of the International Organization for Standardization shall apply.

ii. In case of any conflict in meaning between the specifications mentioned hear in and those of ISI or IRC, the provisions of these specifications shall prevail.

NAME OF WORK: **HIRING OF SKILLED MASON AND HELPERS ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT 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 lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done*. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the estimate rate plus or minus tender percentage quoted in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer-in-Charge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender percentage quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & A. P. S. Specifications.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents. If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.
9. The Tenderer should inspect and select the quarries of his choice before he quotes the tender percentage in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.
11. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.
12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only
13. Wherever manual dewatering is involved either for excavation or for foundations or for constructions, the same will have to be carried out by the agency at no extra cost, since the agreement rates are inclusive of dewatering charges.

14. Wherever embankment work is involved, useful soils approved by the Engineer-in-Charge from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.
15. The quoted tender percentage shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Engineer-in-Charge from time to time. The quoted tender percentage shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid 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 of work shall be deemed to be covered in the quoted percentage.
16. The Contractor shall ensure that, the quoted tender percentage shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.

17. a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the RGUKT-Nuzvid 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 Engineer-In-Charge, RGUKT-Nuzvid

18. The tenderers attention is directed to requirements for materials under the clause 'materials and workmanship' in the preliminary specifications of APSS. Materials conforming to the Bureau of Indian Standards specifications, APSS etc., shall be used on the work and the tenderers shall quote his overall tender percentage accordingly.

19. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.

20. The contractor shall himself procure the required construction materials of approved quality 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.

21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not

take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.

22. Inspection of site and quarries/material available locations by the tenderer: Every tenderer is expected before quoting his overall tender percentage, to inspect the site of proposed work. He should also inspect the quarries/material available locations and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries/material available locations, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Engineer-in-charge, in any case, shall be submitted for the Engineer-in-charge's approval before the supply to site of work is begun.

23. The tenderer's particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with

    a) Test, inspection and rejection of defective materials and work.
    b) Carriage
    c) Construction plan
    d) Water and lighting
    e) Cleaning up during the progress and for delivery.
    f) Accidents
    g) Delays
    h) Particulars of payments.

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

24. The defect liability period of contract is six months plus defects correction period.
25. The estimate rates for items shown in the Schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an overall tender percentage considering all the aspects of the tender to complete the finished item of work as per the APSS / B.I.S. specifications, the special specifications appended, Drawings etc.

26. If there is any contradiction between APSS and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.

27. In case of a job for which specifications are not available with the Schedule or in APSS / B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Engineer-in-charge.

28. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractors bill.

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

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

30. 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.
31. 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 Engineer-In-Charge 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.
32. 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.
33. 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.
34. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
35. The payment of rates for supplement items of work will be regulated as under.
36. 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.

37. Extra Items:

37.1. 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.

37.2. 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.

38. Entrustment of additional items:
    38.1. Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of competent authority shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.
    38.2. Entrustment of the additional items contingent on the main work will be authorized by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure - 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.

38.3. 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 Engineer-In-Charge 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.

BILL OF QUANTITIES

SCHEDULE –A PART - I

NAME OF WORK **HIRING OF SKILLED MASON AND HELPER ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT RGUKT NUZVID**

| S.No | Approximate Quantity In figures/ words | Description of work | Estimate Rate In figures / words | Amount in Rs. |
|---|---|---|---|---|
| 1 | 90 man-days | Supply of skilled mason for maintenance works, rate including wages, hiring charges, conveyance charges, sundries, maintenance charges, overheads and contractor profits for complete item of work | 1100 | 99,000 |
| 2 | 90 man-days | Supply of semi-skilled mason for maintenance works, rate including wages, hiring charges, conveyance charges, sundries, maintenance charges, overheads and contractor profits for complete item of work | 960 | 86,400 |
| | | | | Rs. 1,85,400 |

SCHEDULE -C

LIST OF SPECIFICATIONS FOR THE VARIOUS ITEMS OF WORKS SUPPLEMENTING THOSE DESCRIBED IN

LIST OF MAKES for water supply and sanitary items to be used.

| Sl.No. | Item | Makes Suggested |
|---|---|---|
| 1. | CI pipes | BPL / INDO / BIC / BIF / or any other equivalent ISI marked makes. |
| 2. | GI pipes | Zindal / Tata / Zenith / or any other equivalent ISI marked makes. |
| 3. | GM Valves | Zolota / Zenith / Anchor or any other ISI marked makes. |
| 4. | Cast Iron Valves | IVC / Kirloskar / Durga or any other ISI marked makes |
| 5. | HDPE Pipes | Superflow / Godavari / Premier Plastics or any other equivalent ISI accredited / ISI marked makes. |
| 6. | PVC pipes | Phenelex / Sudhakar / Nandi or any other ISO accredited / ISI marked makes. |
| 7. | Wash Basins | Parry ware / Neycer / HSW or any other ISI marked makes. |
| 8. | IWC | Parry ware / Neycer / HSW or any other ISI marked makes. |
| 9. | EWC | Parry ware / Neycer / HSW or any other ISI marked makes. |
| 10. | Porcelain Flush Tanks | Parry ware / Neycer / HSW or any other ISI marked makes. |
| 11. | Urinals | Parry ware / Neycer / HSW or any other ISI marked makes. |
| 12. | Pillar / Bib / Stop cocks | Seiko / Reico / Jaquar or any other equivalent makes. |
| 13. | EWC | Parry ware / Neycer / HSW or any other ISI marked makes. |

LIST OF MAKES for civil items to be used.

| Sl.No. | Item | Makes Suggested |
|---|---|---|
| 1. | Cement | Ultra Tech / Ramco / Priya / Rajashree / Birla / Kesoram or any other ISI marked or ISO accredited makes. |

| | | |
|---|---|---|
| 2. | Steel | Rashtriya Ispat Nigam Limited , Visakhapatnam Steel Plant, Visakhapatnam / TATA Steel / SAIL or equivalent ISI marked approved make |
| 3. | Ceramic Tiles | |
| | (a) Dadooing Tiles | Jhonson / Somani / Kajaria or any equivalent ISO accredited makes. |
| | (b) Flooring Tiles | Jhonson / Somani / Kajaria / Spartek / Regency or any equivalent ISO accredited makes. |
| 4. | Flush Door Shutters | Kutti / Anand / Raveela / Subhdwar or any equivalent ISI marked makes. |
| 5. | Aluminium Fixtures for wood and iron works | Jyothi / Classic / Oxford or any other ISI marked makes. |
| 6. | Aluminium Sections | Jindal / Hindalco or any other equivalent makes. |
| 7. | M S Tubes | Tata / Khandelwal / Zenith or any other equivalent makes. |
| 8. | GI Sheets | Jindal / TATA or any other equivalent makes. |
| 9. | Paints | |
| | a) Synthetic enamel paint, Oil Bound distemper | ASIAN / NEROLAC or make as mentioned in AP SSR |
| | b) White primer coat external walls | JK / BIRLA or make as mentioned in AP SSR |
| 10. | WPC doors & frames | ECHON/Rajshri/ |

LIST OF MAKES FOR CIVIL ITEMS TO BE USED.

| Sl.No. | Item | Makes Suggested |
|---|---|---|
| 1. | Cement | Ultra Tech / Ramco / Priya / Rajashree / Birla / Kesoramor any other ISI marked or ISO accredited makes. |
| 2. | Floor tiles | Johnson/cera/somay/Aparna. |
| 3. | Reinforcement | TATA/VIZAG/ISI |

4. Particle boards: NCL/Bison/Ramco-Hilusx/Ramco-Hicem/Everest-board/Visaka board/Rajshri/Innsula/Birla aerocon/Aerolite/Novopan/Bhutan board/Greenly/Greenpanel/Kajariaply/Ecoboard/Action Tesa
5. CEILINGS, WALL PARTITIONS & WALL LININGS -Ramco-Hilux, Everest-board, Visakha-board, Rajshri, Innsula, Gypsum India, Saint-Gobain, Armstrong-Knauf Ceilings, Daikin, NCL-Seccolor, NC Bison, Rock Strength, Aerolite, USG Boral, Birla Aerocon, Diamond, Aerolite, DIAMOND FRAMES, Shaurya,iqubx, Aerolite Industries Pvt Ltd, EUROBOND
6. WPC material –ECHON/RAJSHRI/Equivalent

# PRICE BID

**NAME OF WORK: HIRING OF SKILLED MASON AND HELPER ON DAILY WAGES TO ATTEND REPAIR AND MAINTENANCE WORKS AT RGUKT NUZVID**

Estimated contract value (in figures & words): Rs.1,85,400 /-

[RUPEES ONE LAKH EIGHTY FIVE THOUSAND AND FOUR HUNDRED ONLY]

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

a. At an overall tender percentage of _____% (in figures)_____percentage (in words) excess/less over estimated value.

OR

b. At estimate value

SIGNATURE & NAME OF THE TENDERER / AUTHORISED SIGNATORY.

## DECLARATION

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

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

**Signature of the bidder**