

EXPRESSION OF INTEREST (EOI)

FOR

Selection of System Integrator for Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of Three (3) years at Tirumala Tirupati Devasthanam: Tirupati (TTD).

**EOI Ref No: BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001,
Date: 30.01.2024.**

Issued By

(Smt. Usha Mangalgi, General Manager, BECIL-RO).

 <p>BECIL बेसिल</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 2337882 Fax: 01123379885.</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850 Fax: 0120 4177879 Web: www.becil.com.</p> <p><i>Regional Office:</i> #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094. Telephone: 080-3415853, E-mail: usha@becil.com</p>	 <p>G20 भारत 2023 INDIA</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the "EOI") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder's on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/ location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder's is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/ cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

Table of Contents

SECTION – I: INTRODUCTION AND BRIEF DESCRIPTION.	4
SECTION – II: IMPORTANT DATES (SCHEDULE AND CRITICAL DATES):.....	7
SECTION –III: EOI NOTICE & GENERAL TERMS AND CONDITION.....	8
SECTION - IV: SCOPE OF WORK.....	15
SECTION – V: ELILIGIBILITY CRITERIA AND EVALUATION.	16
SECTION – VI: ENCLOUSERS AND ANNEXURES.....	20
Pre-Contract Integrity Pact.....	20
Bank Mandate Form.....	24
Particulars of The Bidder	25
Annual Turnover & Net worth Certificate.	26
Performa Of Letter of Undertaking for Bid Validity.....	27
Bid Covering Letter.....	28
Bidders Credentials Summary.....	29
Self-Declaration for Non-Black Listing.....	30
Undertaking Regarding Payment Of GST/ Filing of GST Return	31
Power of Attorney for signing the Bid.....	32
Pre-Bid Agreement.....	33
Price Bid Format- Brake up details.....	44
Price Bid Format	45

SECTION – I: INTRODUCTION AND BRIEF DESCRIPTION.

A. ABOUT BECIL:

Broadcast Engineering Consultants India Limited (BECIL), an ISO 9001:2015, 27001:2013, ISO/IEC 2000:2012 certified Mini Ratna Central Public Sector Enterprise (CPSI) was incorporated on 24th March, 1995 under the Companies Act, 2013 (erstwhile the Companies Act, 1956) by Government of India with 100% equity share capital of BECIL held by President of India through Secretary and Joint Secretary of Ministry of Information & Broadcasting.

The Company was initially set up for providing project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering, establishment of transmission facilities Le content production facilities, terrestrial, satellite and cable broadcasting in India and abroad. The company has now diversified into the fields of Strategic Projects such as Information Communication.

Technology, Electronic Surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.). Electronic Media contents including films, Sentinel Analytics, Counter Drones/UAV etc. The activities include, but are not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City. Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC and providing total turnkey project for critical information infrastructure.

BECIL, has its Head Office in New Delhi, Corporate Office in Noida and Regional Office in Bangalore and Kolkata. BECIL is exploring geographical expansion in many states due to diversification in business portfolios.

Over the years, BECIL has consciously groomed and developed a team of in-house, versatile and dedicated engineers and also cultivated and harnessed a vast reservoir of professionals drawn from various fields of Broadcasting Industry, which include public and private Broadcasters, Defense and Cable Industry. Through this network of resourceful technical professionals, BECIL, has established its pan India presence to serve the needs of the industry.

BECIL has a vast reservoir of experts and integrates the expertise of All India Radio (AIR) and Doordarshan (DD), the national broadcaster of India, catering to one of the largest Radio Networks reaching out to more than a billion people and the world's largest Terrestrial Television Network supplemented by Analogue and Digital satellite Broadcasting services reaching out to millions of TV homes in India and abroad.

B. INTRODUCTION OF PROJECT/TENDER:

About the project:

Tirumala Tirupati Devasthanams is an independent trust which manages the temples including the Tirumala Venkateswara Temple in Andhra Pradesh, India. The trust oversees the operations and finances of the richest and the most visited religious center in the world.

CCTV cameras and associated networking equipments installed during the years of 2018 across the main temple and inside the temple needs a Comprehensive AMC with required Manpower to provide s service support for 24 x 7 for all the 365 days. All the camera feeds can be visualized at the Video wall with a size of 55" each x 32 monitors was installed. The video wall can be used as single display or multiple displays with the help of internal Software. With constant monitoring operations and training of staff, performance of Command Control Centre was improved from 2019 onwards and yielded positive and good results in terms of Security improvements and tracking.

C. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI):

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:

- a. BECIL is interested to submit a competitive bid in response to the Client **Tender Number: 355/SE-II/TTD/2023-24 dated 18-01-2024**, having Last date of submission **08.02.2024 at 1.00 PM** as floated by Tirumala Tirupati Devasthanam: Tirupati (TTD).

The intent of this EOI is to select an Implementation Agency/ System Integrator / Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above-mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency/ System Integrator / Back-end Technology partner selected through this EOI, for preparation of the bid and participation in the above-mentioned tender. The format of Pre-Bid Agreement is at Annexure-J.

- b. In case the bid submitted by BECIL against the Client **Tender Number: 355/SE-II/TTD/2023-24 dated 18-01-2024**, prepared in collaboration with the Implementation Agency/ System Integrator / Back-end Technology partner selected through this EOI, is accepted and BECIL receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/ Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:

- i. The Implementation Agency/ System Integrator / Back-end Technology partner selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above-mentioned Client's tender.
- ii. All terms and conditions of the Client's Tender Number: **355/SE-II/TTD/2023-24 dated 18-01-2024**, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back-to-back basis on the Implementation Agency/ System Integrator / Back-end Technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- iii. EMD and Performance Bank Guarantee as applicable shall be payable by the selected bidder on back-to-back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.
- iv. In case the bidding against Client's Tender requires online payment for EMD, the proportionate amount will have to be paid in similar mode by the selected bidder to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful bidder has to submit back-to-back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges

shall also be recovered from the selected bidder in case the Project is awarded to BECIL by the client.

- v. All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front-end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.
- vi. The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

SECTION – II: IMPORTANT DATES (SCHEDULE AND CRITICAL DATES):

SL. No.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	EOI Ref No: BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001, Date: 30.01.2024
2.	Date & Time of Issue of EOI	Date 01/02/2024 Time 11:00 AM
3.	Last date and Time for Submission of EOI	Date 05/01/2024 Time 11:00 AM
4.	Place of Submission of EOI / Opening of EOI	Regional Office No: #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094. Telephone: 080-23415853.
5.	EOI Processing Fee (Non-refundable)	INR 15,000/- + GST (Online transfer to BECIL Account) Proof of submission is to be submitted to BECIL).
6	Tender processing fee	No Tender fee shall be payable for submission of tender through e-procurement.
7.	EMD	₹1,00,000/- Favor of BECIL through RTGS/NEFT - <u>EMD to be submitted after the declaration of the successful bidder</u>
8.	PBG	A PBG to be submitted for 3-5% of the contract value to be submitted at the time of issuing the work order. <u>PBG to be submitted after the declaration of the successful bidder.</u> <u>Validity of the PBG for 3 years+3 Months</u>
9	Address for Communication of bids (Submission of hardcopy bid- 2 cover system)	Regional Office No: #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094. Telephone -080-23415853,
10	Contact details for this EOI	Mrs. Usha Mangalgi, General Manager, BECIL-RO. Telephone/ Mobile No. 080-23415853 Email: usha@becil.com
11	BECIL-RO Account Number Details	Bank mandate form is enclosed in this EOI.

NOTE:

Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com. Bidders are advised to check the website for updates in this regard.

SECTION -III: EOI NOTICE & GENERAL TERMS AND CONDITION.

A. EOI NOTICE: Two Cover bid System

- Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back-end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the **Tender Number: 355/SE-II/TTD/2023-24 dated 18-01-2024, floated by Tirumala Tirupati Devasthanam: Tirupati (TTD).**
- The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelope, in Tender Box, Regional Office No: #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094.
- The EOI must be addressed to the given name and address:

To,

Mrs. Usha Mangalgi,

General Manager,

Regional Office No: #162, 2nd Main, 1st Cross, AGS Layout,

RMV 2nd Stage, Bengaluru, Karnataka 560094.

- The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**
- The representative of the agency will require a specific authorization/ board resolution to submit the EOI. Copy of the same to be submitted along with the EOI documents.
- In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 day of the issue of EOI. Except for any written clarification by **Mrs. Usha Mangalgi, General Manager, BECIL-RO**, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.
- Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. The amount paid is non- refundable and in case of non-submission of amount, bid will be rejected without assigning any reason. EOI Document is also available at BECIL **Regional Office: #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094. Telephone: 080-23415853.** The cost of EOI document is non-refundable.
- The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the **Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.**

- BECIL reserves the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/ decrease/ delete/ add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.
- The bidder should submit the signed Integrity Pact on a plane paper along with the bid document.
- The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

B. SUBMISSION OF EOI:

- EOI, complete in all respects, must be submitted offline.
- BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.
- As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.
- At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.
- The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- The EOI must contain:
 - Company/bidder profile relevant to EOI.
 - It should also include details of past experience relevant to the "Scope of Work".
 - Declaration regarding acceptance of Terms and conditions of EOI.
 - Declaration of not been blacklisted by any of the Government agencies.
 - Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No., Authorized Signatory name, E-mail ID and contact no.
- The agency/bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as proof is to be prepared and submitted. The supporting documents may be with the list of existing and past clients with details of services offered, details of similar projects executed.
- The EOI should be duly signed on each page by an authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

- The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/bidder/OEM/Implementation Agency(s).
- Bidders have to take into account any changes/amendments made in the end client's tender/RFP through corrigendum till date of submission of bid in response of EOI.
- The bidder shall be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

SL. No.	Checklist Of Documents/Information to Be Submitted
1.	Profile of the company/bidder/firm.
2.	Certificate of Incorporation (for Company/LLP).
3.	Memorandum & Articles of Association/Partnership deed.
4.	Audited financial statements for the last 5 years.
5.	Income Tax Return Acknowledgment for last 5 years.
6.	Bid Security Declaration to be submitted by the MSME.
7.	GST Registration Certificate or valid exemption certificate.
8.	Copy of PAN Card.
9.	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Dept etc.).
10.	Authorization letter in the bidder's letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA).
11.	Undertaking in letter head to indemnify BECIL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc.
12.	Bidders Details as per format.
13.	All the requisite documents in the prescribed formats placed at Annexures to this EoI.
14.	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract". (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening".
15.	All the documents in support of technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
16.	Price Offer to BECIL as per Format of the EoI.

C. OPENING OF EOI:

- The bids submitted against this EOI shall be opened on **Date 05/01/2024 at 12:00 Hrs.**
- Bidders who wish to attend opening of EOI may visit BECIL office at Bangalore for the same at the designated time, with authorization in proper format on bidder's letter head.

D. GENERAL TERMS & CONDITIONS OF EOI:

- The proposal is to be submitted in SINGLE BID SYSTEM.
- The Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words “**EOI Processing Fee**”, “**Technical Bid**” and “**Financial Bid**”. All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as “Response for **EOI Ref No: BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001, Date: 30.01.2024.**” Submitted by: [Firm/Company Name & Date].
- All bids are to remain valid for a minimum of 210 days from the date of submission. BECIL reserves the right to seek the extension of bid validity.
- BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor’s responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client.
- BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the sole opinion of BECIL, best meets the project’s interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.
- BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from the bidder.
- All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential subcontractors, without prior written consent of BECIL.
- In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL.
- Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

E. INTELLECTUAL PROPERTY RIGHTS:

- All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole

or part, without BECIL's/ the procuring entity's prior written consent.

- The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.
- The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.
- The bidder shall submit an undertaking on their letter-head stating that:

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

- The bidder needs to submit un-priced BOQ along with their technical bid.
- The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non-submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

F. SIGNING OF NON-DISCLOSURE AGREEMENT:

Bidders interested to participate in EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL. Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

INDEMNIFICATION:

The bidder/OEM/Implementation Agency agrees to indemnify BECIL from any and all claims, demands, losses, cause of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the execution of contract.

ARBITRATION:

Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by arbitration to be conducted by CMD, BECIL or by any other person to be nominated by CMD, BECIL. Arbitration shall be conducted as per Arbitration & Conciliation Act, 1996. The seat of the arbitration shall be at New Delhi.

JURISDICTION:

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Agreement.

CONFIDENTIALITY:

Both the Parties for self and on behalf of their employees, agree to keep all such matters confidential and not to disclose them to anyone, either during or after the expiration/termination of this agreement, except with the written consent of the other party, excepting any information as may be required either under law or any regulatory authority for the parties to perform their obligations under this contract and [or such other information that may come into the public domain.

Both the Parties further agree that upon expiration of this MoU, unless extended mutually for further period, both parties shall promptly deliver to each other all material belonging to the other party whatever and wherever it is lying either in their own possession or in the possession of any employee's contract containing such confidential information etc. Including submission of Accounts.

FORCE MAJEURE:

Either party shall be excused from performance of this Agreement during and to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse and not brought about at the instance of the party claiming to be affected by such event or which, if foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such cause includes, without limitation, strike, go slow, other concerned acts of workmen, lockout (not indulged by its own employees), acts of God, war, fire, explosion, act (s) of terrorism, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and governmental restrictions or limitations. The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (fifteen) days following the occurrence of such event. If performance is held up for a continuous period of more than 2 (two) months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect the interests of both.

INTEGRITY PACT:

The bidder should submit an undertaking that he will sign an integrity Pact with BECIL on award of work.

All Terms and conditions provided in carrying BID NO: GEM/2023/B/3781542 Dated: 14-08-2023 Tender for Selection of System Integrator for Design, Development, Supply, Installation, Testing, Commissioning, Integration, Training, Operation and Maintenance of Integrated Security Management System (ISMS) along with Integrated Command Control Centre (ICCC) with required IT infrastructure for Jawaharlal Nehru Port Authority - Special Economic Zone (JNPA-SEZ) will be fully applicable on a back to back basis to bidder also.

BANK GUARANTEE/ PERFORMANCE BANK GUARANTEE:

In the event of the award of the contract, BG/PBG will be submitted by BECIL to the customer and BG/PBG of equivalent amount will be submitted by the bidder to BECIL on back-to-back basis by the bidders.

GUARANTEE / WARRANTY PERIOD:

Guarantee/ Warranty period will be on Back-to-Back as per the Term and Condition of the Client's RFP. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period.

SECTION - IV: SCOPE OF WORK

A. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS:

The scope of work : Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years:

For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and its amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding issued by the Client TTD).

Client's Tender No.: 355/SE-II/TTD/2023-24 dated :18.01.2024.

Website: <https://www.apecurement.gov.in/>

The above said tender is also enclosed with this EOI

SECTION – V: ELIGIBILITY CRITERIA AND EVALUATION.

A. ELIGIBILITY CRITERIA OF BIDDERS:

1.	<p>Company/Bidder's Profile:</p> <p>a. The Bidder shall be Company/bidder incorporated /registered in India under Companies Act 1956/2013/ Limited Liability Partnership (LLP).</p> <p>b. The bidder should have a valid PAN and GST Registration. Copy of PAN card and GST Registration certificate should be submitted in the bid.</p> <p>c. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.</p> <p>d. The Bidder should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./State Govt./ PSU as on date of submission of the Bid. "No-Conviction Certificate" duly signed by authorized signatory signing the bid, should be submitted.</p>
2.	<p>Financial Eligibility:</p> <p>The bidder must have minimum average annual turnover (of last three audited years) Annual average turnover from specific business areas in INR equivalent during the last 5 financial years, i.e., 2018-19 ,2019-20, 2020-2021 & 2021-2022, 2022-23 should be:</p> <p>a. minimum Rs. 15.00 Lakh.</p> <p>b. The bidder should have positive net worth in each of the last three audited Financial Years.</p> <p>In both the case CA certificate along with Annual Report/ Audited Balance Sheet should be submitted.</p>
3.	<p>Technical Eligibility Criteria:</p> <p>The bidder shall be a reputed firm with minimum 5 years of experience in executing related works. The offer shall be supported with documentary evidence for similar purchase orders / contracts in the past 5 years.</p> <p>Purchase Order / work order details with contact details of the customers (at least One o) shall be provided for a probable visit by BECIL team.</p> <p>The bidder must provide letters of reference from at-least one client for whom they have executed similar works, stating the scope of work in brief and the year of completion.</p> <p>The bidder shall also submit at-least one valid work completion certificate of minimum one work of Rs.15 lakhs executed in the last 5 years.</p>

B. PRELIMINARY EVALUATION:

- BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.
- BECIL has the right to waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- In case only one bid is received or during the Technical Evaluation only one bidder/ OEM/ Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.
- In case two bids are received from a single bidder, both the bids will be rejected.

C. EVALUATION PROCESS:

- No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidder/OEM/ Implementation Agency(s), which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.
- Evaluation of proposals shall be based on:
 - Information contained in the proposal, the documents submitted thereto and clarifications provided, if any.
 - Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.

- BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals.
- Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.
- Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
 - Made untrue or false representation in the form, statements required in the EOI document.
 - Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the EoI.

D. FINANCIAL EVALUATION OF THE BIDS:

The Bids will be financially evaluated as under:

Price and Margin Bid Format:

A: Submit Lump sum Prices for supply and service items as per Schedule of Requirements (SoR) and Scope of Work (SoW) in INR (without Taxes).

B: Quote margin to BECIL as a percentage of A. [**Minimum - 5%**].

C: Absolute value of Margin = **A*B**.

D: Overall Quoted price = **A-C**.

- a. During evaluation, bidders with least “**D**” will be considered as **L1** and shall be declared the successful Bidder.
- b. The bid having higher value of “**B**” will be selected in case of two or more bidders have similar value of **D**.
- c. In case of a tie, the bidder who will be ready to offer higher value of “**B**” will be selected. In case the stalemate/ tie persists, Competent Committee of BECIL shall adopt draw of lots, or any other suitable method to break the tie, without giving any reasons/ justifications. The decision of Competent Committee of BECIL shall be final in this regard, and shall be abided by all bidders.
- d. If the bidder is selected, during the final tender submission, the price to be quoted to the Client shall not be more than price “**A**” and the margin offered to BECIL shall not be less than “**B**”.
- e. The decision of BECIL shall be final in this regard and cannot be challenged in any manner and also be abided by all the bidders.
- f. **L1** bidder may be called for further negotiations, if required.
- g. A Pre-Bid agreement shall be signed by BECIL with the successful declared **L1** bidder as per

Pre-Bid Agreement placed at **Annexure-K**.

E. PAYMENT TERMS & CONDITIONS:

Payment is only on back-to-back basis terms and conditions.

As per the Clients NIT payment conditions:

“The contractor can claim part bills monthly once or unpaid amount accumulates to 20% of agreement value, whichever earlier. Accordingly, preparation & payment of part bill will be made by one week from the date of receipt of claim from the contractor. In the case of final bill, payment will be made within three weeks from the date of receipt of claim from the contractor, subjected to fulfilling the agreement conditions”

SECTION – VI: ENCLOSURES AND ANNEXURES.

Annexure-A

Pre-Contract Integrity Pact

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "**Principal**").

And

..... hereinafter referred to as "**The Bidder/Contractors**".

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts for The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal:

1.1 The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude all known prejudiced persons from the process.

1.2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1 The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.
- e. The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2 The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages:

- 4.1 If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression:

- 5.1 The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors:

- 6.1 The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.
- 6.2 The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3 The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors:

8.1 Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.2 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.3 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.4 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.7 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions:

10.1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the head

office of the Principal, i.e., New Delhi.


- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL



Bank Mandate Form

Details For Payment of Tender Processing Fees:



यूनियन बैंक ऑफ इंडिया **Union Bank of India**

एक भारत श्रेयते A Government of India Undertaking


(A Govt. of India Undertaking)
 MID CORPORATE BRANCH, DELHI SOUTH
 D -26-28, Connaught Place, NEW DELHI -110001
 Tel:+91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
 Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
Viii	Bank Account Number as appearing on the Cheque Book	565101000065461
ix	Bank Account Type	Overdraft
X	If other, Specify	..

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*

Bank Stamp with  Chief Manager
 Authorized Signatory
 Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

1.	Name of company/ bidder.	
2.	Office Address/Telephone No/Fax No/Email Id /website.	
3.	Year of establishment.	
4.	Status of the Company/bidder.	
5.	Name of Directors.	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	Whether registered for sales tax purposes. If so, mention number and date. Furnish also copies of sales tax clearance certificate.	
10.	Whether an assessed of income tax. If so, mention permanent account number. Furnish copies of income tax clearance certificate.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employer's certificate).	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth Certificate.*(To be printed on implementing agency's letterhead and signed by Authorized signatory.)*

To,

The General Manager,**Broadcast Engineering Consultants India Limited,**

Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,

RMV 2nd Stage, Bengaluru, Karnataka 560094.

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

EOI Ref No: BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001,

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2018-19			
2	2019-20			
3	2020-21			
4	2021-22			
5	2022-23			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa Of Letter of Undertaking for Bid Validity.

To,
The General Manager,
Broadcast Engineering Consultants India Limited,
Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,
RMV 2nd Stage, Bengaluru, Karnataka 560094.

EOI Ref No: BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001,

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To,

The General Manager,

Broadcast Engineering Consultants India Limited,
Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,
RMV 2nd Stage, Bengaluru, Karnataka 560094.

EOI Ref No: BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001,

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <210> days as stipulated in the EOI document.

We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bidders Credentials Summary

SL. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration for Non-Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To,
The General Manager,
Broadcast Engineering Consultants India Limited,
Regional Office: #162, 2nd Main, 1st Cross, AG's Layout,
RMV 2nd Stage, Bengaluru, Karnataka 560094.

We, M/s. ----- hereby declare that the firm/company namely M/s. -----, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government or State Government or any organization under Central/ State Government or any Statutory Authority, or any Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s, its directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statement or misrepresentations as to their qualifications to enter into procurement contract within a period of three years preceding the commencement of the procurement process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing of GST Return

Ref.....

Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
BECIL BHAVAN C-56, A/17, Sector-62, Noida-201301, U.P.

Subject: Undertaking regarding Payment of GST/ Filing of GST Return.

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **“Tax Invoice”** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the invoices and other details uploaded at GST Portal unless approved by BECIL in writing.

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

Power of Attorney for signing the Bid.

(On Rs. 100 Stamp Paper)

KNOW ALL MEN BY THESE PRESENTS,

We “Name of Bidder” do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of “_____”, as our true and lawful attorney (*hereinafter referred to as the “Attorney”*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the Project “**Name of Project**” of “_____” (the “client”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-applications and other conferences and providing information/ responses to the client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the client.

IN WITNESS WHEREOF WE, (Name of Bidder), THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____.

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)

2.

Pre-Bid Agreement

This Agreement is made at Bangalore on __ DECEMBER 2023 between:

M/s. Broadcast Engineering Consultants India Limited, Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida - 201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002, Regional Office No: #162, 2nd Main, 1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094. Telephone -080-23415853, acting through **Smt. Usha Mangalgi, General Manager** (hereinafter referred to as "**BECIL**" or "**First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

AND

M/s XXX Company/firm incorporated under Companies Act, 1956 having its Registered Office at **YYY** by Mr. **XYZ**, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has _____

BECIL and XX individually referred to as "**Party**" and jointly as "**Parties**".

PREAMBLE

- A. WHEREAS (Hereinafter referred as "CUSTOMER" or "END CUSTOMER") floated on <https://eproc.isro.gov.in/home.html> Tender Number: VSSC/ PURCHASE UNIT I (MAIN PURCHASE)/ VS202300609801 dated 15-12-2023 for Conceptualization, Design, Engineering, Supply, Installation, Testing, and Commissioning of Technology Experience Centre at Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram published on <https://eproc.isro.gov.in/home.html> (Hereinafter referred as "RFP").
- B. That **BECIL** intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with OEMs/Authorized Dealers/System Integrator of the related technology for the purpose of this RFP.
- C. **AND WHEREAS BECIL has floated an EOI no. BECIL/RO/Phase-I CCTV/CAMC-TTD/EOI/2024-25/001**, (Hereinafter referred to "EOI") for selection of Backend partner for RFP.
- D. **AND WHEREAS XX has been selected as backend partner of BECIL through terms of EOI. Also, XX agrees to execute entire scope of work for above mentioned Customer's**

RFP, if the bid submitted by BECIL against the RFP is accepted, and if BECIL receives a Work Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.

- E. **AND WHEREAS** the purpose of this pre-bid agreement is to formalize an understanding between **BECIL** and **XX** for **RFP**. Tender, if awarded to BECIL will be called as "Project".
- F. **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer's RFP and in case of award of work to BECIL, execute the work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1. GENERAL:

1.1 PURPOSE

A) WHEREAS, End Customer has **float**ed Tender Number: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202300609801 dated 15-12-2023 for Conceptualization, Design, Engineering, Supply, Installation, Testing, and Commissioning of Technology Experience Centre at Vikram Sarabhai Space Centre (VSSC), Thiruvananthapuram.

B) XX has agreed to associate itself and render its services to BECIL in the capacity of System Integrator for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. XX will do the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

1.2 REPRESENTATION OF PARTIES

Second Party represents to BECIL that as on the date of this AGREEMENT:

- a) That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Contract.
- b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other Applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage AGREEMENT, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to second Party;

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this contract;
- (c) That Second Party has not been black-listed by Central/ State Government or any other Government PSU and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country;
- (d) That this Contract, RFP No. _____ Dated _____ and the NOA issued by BECIL dated _____ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (e) That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.
- (f) That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

RESPONSIBILITY MATRIX

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

S.NO.	PRE-BID RESPONSIBILITY	BECIL	XX
1.	Pre bidding site survey, if any	S	P
2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	s	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	
11.	Provisioning of EMD to BECIL on proportionate basis.		P
12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the	P	

	customer in requisite mode.		
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

NOTE: A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.

The detailed Agreement for System Integrator between the parties will contain:

- (a) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will cover the entire scope of work mentioned in the tender RFP documents or any modifications thereof.
- (b) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project. The above list is illustrative and not exhaustive and will include apart from the above other clauses also.
- (c) Financial Arrangements. The above list is illustrative and not exhaustive and will include apart from above other clauses also.

ARTICLE 2: TERM AND TERMINATION

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

- a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;

or

- b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;

or

- c) By Mutual consent between the Parties

2.2. In the event order is placed on BECIL by the end customer wherein BECIL is to use services of _____XX_____, _____XX_____ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

2.3. **Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential

& Proprietary Information” shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

ARTICLE 3: PAYMENT & COMMERCIAL TERMS AND CONDITIONS

- 3.1 While preparation and submission of Bid against the Client’s RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. _____XX_____ will provision an EMD of Equal amount to BECIL on back-to-back basis.
- 3.2 In case the bid submitted by BECIL against the Customer’s RFP, prepared in collaboration with _____XX_____, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:
- (i) BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to GEM. All such charges shall be recovered in total quantum from _____XX_____.
 - (ii) BECIL will issue Work/Supply Order/s to _____XX_____, **on becoming L1, ensuring net __% margin to BECIL on the total basic value of the project**
 - (iii) All terms and conditions of the Customer’s RFP, and any subsequent amendments/ corrigendum’s thereof, will be applicable fully on back-to-back basis on _____XX_____, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
 - (iv) EMD and Performance Bank Guarantee as applicable shall be payable by _____XX_____ on back-to-back basis as per the terms and conditions of Customer’s RFP, and any subsequent amendments/ corrigenda thereof.
 - (v) In case the bidding against Customer’s RFP requires online ~~cash~~ payment for EMD, the proportionate amount will have to be paid in similar mode by _____XX_____ to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee; the cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from _____XX_____ in case the Project is awarded to BECIL by the Customer.
 - (vi) All payments in the Project to _____XX_____, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to _____XX_____, even though BECIL may be eligible to get advance from the _____ customer being a front-end bidder, unless a BG of equivalent amount is submitted by _____XX_____ to BECIL.
 - (vii) All pricing by _____XX_____ would be inclusive of all statutory taxes payable by _____XX_____. However, any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - _____XX_____ and BECIL

ARTICLE 4: CONFIDENTIAL INFORMATION

- 4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies

& Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,
- (c) Execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

5.1. With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this AGREEMENT or in any manner arising from this AGREEMENT.

ARTICLE 6: GENERAL TERMS & CONDITIONS

6.1 AGENCY

This agreement between the parties is on a principal-to-principal basis and it is agreed that _____XX_____ is not and shall not represent itself as an agent of BECIL.

6.2 CONFIDENTIALITY

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

6.3 ASSIGNMENT

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

7. INTELLECTUAL PROPERTY RIGHTS

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by **XX** for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

8. WARRANTIES AND UNDERTAKINGS

i. Each Party acknowledges that it is and shall remain liable to the other party for the

consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.

ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

9. INDEMNITY

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

10. ASSIGNMENT AND SUB-CONTRACTING

Neither this Agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent, subject to the compliance with the Tender terms.

11. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

12. DISPUTE RESOLUTION

i. All disputes arising out of or in connection with this Agreement and any amendments thereof, shall, as far as they cannot be amicably settled between the parties, shall be submitted to arbitration by a Sole Arbitrator to be appointed by CMD, BECIL. The venue of arbitration shall be Delhi. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

Note: During a dispute, each Party must continue to perform its obligations under this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

14. NOTICES

i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized

representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.

ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:

- (a) by being personally served on the designated Party; or
- (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
- (c) to the designated facsimile; or
- (d) to the designated e-mail address.

The particulars for service to each party are:

Address: XXXX

Fax:

E-mail:

Address: Broadcast Engineering Consultants India Limited

BECIL BHAWAN, C56/A17 Sector 62 Noida 201307 / Office No: #162, 2nd Main,
1st Cross, AG's Layout, RMV 2nd Stage, Bengaluru, Karnataka 560094.

Fax: +91 11 23379885/080-23415853

E-mail: usha@becil.com.

15. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. SURVIVAL

i. The representations and warranties contained in this Agreement survive the termination of this Agreement.

ii. Each indemnity and guarantee arising in respect of this Agreement survives the performance of obligations arising out of or under this Agreement and the termination of this Agreement and will continue in force as long as necessary to affect their purpose.

17. VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

18. COUNTERPARTS

This Agreement is executed in two counterparts, with each party retaining one original.

19. DAMAGES

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of _____XX_____ to enter into a detailed agreement as mentioned above, shall be borne by _____XX_____ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever.

20. ENTIRE AGREEMENT

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement.

By signing this AGREEMENT, BECIL and _____XX_____ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

NOTE: ALL the RFP Terms and condition and corrigendum thereof, shall be binding on the XX on back-to-back basis.

FOR AND ON BEHALF OF BECIL

FOR AND ON BEHALF OF XX

Date:

Date:

Place:

Place:

Witness:

Witness

1.

1.

Mention the BOM details

S.No	Description of the material	Qty
	Comprehensive maintenance of CCTV system (Phase-I) comprising the following allied equipment including required spare parts so as to maintain the system in working condition.	
	Cameras	
I	a. Fixed IR IP outdoor box Make : Bosch Model : NBE-4502-AL	175 Nos
	b. Fixed IR IP outdoor box 4K Make : Bosch Model : DINION Ultra-8000 MP	18 Nos
	c. PTZ IP Cameras Make : Bosch Model : NDP-5502- Z30L-IP5000i	87 Nos
	Control Panel Outdoor Make: IVIS (Model N/A)	80 Nos
II	a. 4 Port or higher switches Make: Cisco Model: SG-300-10MPP	105 Nos
	b. 2 x1 GSM Fiber Trans receiver Module Make: DIGISOL (Model N/A)	70 Nos
	c. Power Management (UPS) Make: APC (Model N/A)	80 Nos
	d. NVR Make : Panasonic (Model N/A)	35 Nos
	e. Hard disk Make: Seagate	35 Nos
	f. Two Way Audio Make: IVIS	35 Nos
	g. Siren/Strobe Make: IVIS	35 Nos
		35 Nos
	Software	
III	a. Milestone Software for 300 Cameras Make : Milestone 2018-R2 Version (One time license upgradation-300Nos,(300VMS License updatation with perpetual warranty)	1 Lot
	b. Virtual Tripwire, smoke & Fire detection, crowd congestion, People count, Leftover object, Zone intrusion etc Make: IVIS (Model N/A)	16 Nos
		6 Nos
	Server	
IV	a. Server (Windows) Make :HP- Model:Proliant-DL-380-Gen9	1 No
	b. Server (Linux) Make : HP- Model: Proliant-DL-380-Gen10	1 No
	c. Analytics server all other analytics (Windows) Make : IVIS (Model N/A)	1 No
		1 No
	Storage	
	Make: Hitachi Model:VSP-G-400	15 Nos
		6 Nos
	CMS Infrastructure	
	a. Systems Make: IVIS (Model N/A)	5 Nos
	b. Sub-controls L2 Switches Make: Digisol Model:DG-GS4928SE	1 No
	c. Sub-controls POE Switches	

V	<p>Make: SG-300 Model :MPP Series</p> <p>d. L3 Switches Make: Cisco Make: Cat-3650-24-1*4G</p>	1 No
VI	<p>Access Control to CC for registered users / operations Make & Model (N/A)</p> <p>a. Digisol L-3 switches Make: DG Model: GS-4928SE</p> <p>b. Sub-control L-2 switches Make : Digisol Model : DG-GS4928SE</p> <p>c. Digisol 1000 base LX SFP Trans receiver Make: DIGISOL (Model N/A)</p> <p>d. Direct attached SFP + COPPER cable (1Mtrs) Make & Model (N/A)</p> <p>Minimum 4(four) persons to be engaged for CAMC, since they have to be available at Tirumala round the clock 24/7,365 days</p>	<p>2 Nos</p> <p>12 Nos</p> <p>394 Nos</p> <p>8 Nos</p> <p>4 Persons</p>

Price Bid Format- Brake up details

S.No	Item Code	Item Name	Description Of Item	UOM	Quantity	UNIT PRICE	GST	TOTAL PRICE
1	CCTV AMC 01	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition for first year	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition for first year	Per Year	1			
2	CCTV AMC 02	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition for second year	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition for second year	Per Year	1			
3	CCTV AMC 03	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition for Third year	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition for Third year	Per Year	1			
4	CCTV AMC 04	Software one time license up gradation 300 Nos. (300 VMS License updation with perpetual warranty)	Software one time license up gradation 300 Nos. (300 VMS License updation with perpetual warranty)	ONE JOB	1			
5	CCTV AMC 05	Man power for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24/7 (365 days) under Phase-I at Tirumala for first year	Man power for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24/7 (365 days) under Phase-I at Tirumala for first year	One Year	1			
6	CCTV AMC 06	Man power for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24/7 (365 days) under Phase-I at Tirumala for second year	Man power for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24/7 (365 days) under Phase-I at Tirumala for second year	One Year	1			
7	CCTV AMC 07	Man power for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24/7 (365 days) under Phase-I at Tirumala for third year	Man power for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24/7 (365 days) under Phase-I at Tirumala for third year	One Year	1			
Total bid value for three years CAMC in Rs (Including Taxes) Lumpsum total price- Say A								

Price Bid Format

Annexure-M

				A	B	C	D	D
SL	Item Description	Qty	Units	Lump Sum Price offered for the complete Project (inclusive of AMC, Spares etc.) as per full Scope of Work (Exclusive of GST)	NET margin offered to BECIL on Total Value of Project (IN Figure %)	A*B	A-C	Total D in figure
1	Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years.	1	Lot					

Note:-

- 1.Replacement of spares upto value of ₹50,000/-during repairs & service shall be borne by the contractor.
2. One time license upgradation-300Nos,(300VMS License updation with perpetual warranty).
3. The following documents should be furnished by the contractor for arranging monthly payment.
 - a. Documentary evidence that payment is made to personnel through their bank accounts.
 - b. ESI payment challans of the preceding month where TTD has reimbursed the employer contribution
 - c. EPF payment challans of the preceding month where TTD has reimbursed the employer contribution.
- 4.Statutory deductions will be made as per norms ,if applicable any modalities imposed on GST by the Government from time to time ,the same will be implemented subject to the applicable GST conditions in the tender document.
5. All the SLA and penalties will be on back to back basis.Penalties imposed by TTD will be passed on to the account of the back end partner.

CHECK LIST (Mandatory)			
S.No	Document Name	Document Type	Submitted (Yes/NO)
1	Copy of valid registration of Manufacturer / Authorized dealers of CC TV systems	Mandatory	
2	Copy of permanent account number (PAN card)	Mandatory	
3	The Contractor must have active/valid registration number with the GST authorities within the State of Andhra Pradesh	Mandatory	
4	EMD of Rs.1,00,000/- by BG (valid for 6 months) drawn on or after 18.01.2024 or online payment/challan receipt in favour of the Executive Officer , TTD, Tirupati. On line payments to any other accounts and EMD paid through Demand draft/NEFT/RTGH will be summarily rejected	Mandatory	
5	The turn over should be carried out duly furnishing the part of turn over for Similar works only and this should be certified by the Chartered Accountant in the last 5 years in Statement-I	Mandatory	
6	Details of similar works (CC TV systems) completed as Prime contractor (in the same name) for Rs.15.00 Lakh in any one year during the last five financial years in Statement-II with supporting certificates	Mandatory	
7	Quantities of similar work (AMC CC TV systems-one year) executed as Prime Contractor (in the same name) during the last 5 financial years - in Statement - III with supporting certificates	Mandatory	
8	Proof of liquid assets / Credit facility for an amount of Rs.12.50 Lakh Credit facility/letter of credits / Solvency certificates from Bank etc., Not older than one year as on Bid submission date and should have the validity sufficiently beyond the date of tender	Mandatory	
9	Declaration as per Annexure-II	Mandatory	
10	Information on litigation history Statement-IV	Mandatory	
11	The signed copy of Minutes of the pre-bid meeting, scan and upload	Mandatory	
12	The details of registration of ESI	Mandatory	
13	The details of registration of EPF	Mandatory	

-END OF EOI-

The NIT published by the client TTD is follows. Bidders are requested to go through the entire NIT documents which is also an integral part of the EOI and submit their responses accordingly. Also bidders are requested to frequently visit the clients website and ascertain the corrigendum/addendums published by TTD

NIT No: 355/SE-II/TTD/2023-24



Tirumala Tirupati Devasthanams :: Tirupati

ENGINEERING DEPARTMENT

**TENDER CUM AUCTION (REVERSE TENDERING)
STANDARD BID DOCUMENT**



Tirumala Tirupati Devasthanams :: Tirupati

* * *

DRAFT BID DOCUMENT

e-PROCUREMENT TENDER cum AUCTION (REVERSE TENDERING)

NIT No: 355/SE-II/TTD/2023-24

VOLUME - I

NAME OF WORK	:	Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years
NAME AND ADDRESS OF THE CONTRACTOR WHO DOWN LOADED THE BID DOCUMENTS.	:	_____ _____ _____ _____ _____

INDEX

No	DETAILS	Page No.
1.	NOTICE INVITING TENDER (NIT)	
2.	INSTRUCTIONS TO TENDERERS.	
	A) General.	
	B) Tender Document	
	C) Preparation of Tenders	
	D) Submission of Tenders	
	E) Tender Opening and Evaluation.	
	F) Award of Contract.	
	ANNEXURE-A	
3.	Annexure-I <input type="checkbox"/> Checklist to Accompany the Tender-	
	Annexure-II <input type="checkbox"/> Declaration	
4.	CONDITIONS OF CONTRACT.	
	TENDER	
	A) General	
	B) Time for completion.	
	C) Quality Control	
	D) Cost Control	
	E) Finishing the Contract	
	F) Special conditions.	
	G) Conditions / Requirements for Consortium /Joint Venture (JV)	
5	FORMATS OF SECURITIES	
6.	Scope of work	
7.	Annuxeres	
8.	PRICE BID & BILL OF QUANTITIES	

**NOTICE INVITING TENDER
(NIT)**

TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI
ENGINEERING DEPARTMENT

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e-PROCUREMENT TENDER CUM AUCTION (REVERSE TENDERING)
NOTICE INVITING TENDERS (NIT)

1	Department Name	:	TTD - Engineering		
2	Circle	:	Superintending Engineer - II		
3	Tender Notice No.	:	89/ D3/CE /TTD /2023-24, Dated 18.01.2024		
4	NIT No	:	355/SE-II /TTD/2023-24		
5	Name of Work	:	Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years		
6	ECV	:	OPEN TENDER		
7	Period of Completion (in Months)	:	Three years		
8	Form of Contract	:	Lump Sum (L.S)		
9	Class of Contractor eligible for tendering		<p>A. General Requirements:</p> <p>(a) Manufacturers / Authorized dealers of CC TV systems who are eligible to quote for this value of work. The eligible intending bidders would be required to enroll themselves on the e-procurement market place www.apecurement.gov.in and submit their bids online only.</p> <p>A. TECHNICAL REQUIREMENT: The bidder should satisfy the following.</p> <p>(a) The bidder should have executed Minimum quantities in any one year during last Five Financial Years (2018-19 to 2022-23)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">AMC of CC TV systems</td> <td style="width: 40%; text-align: center;">1 year</td> </tr> </table> <p>RECEIPT NOTES / COPY OF INVOICES WILL NOT BE CONSIDERED.</p> <p>B. FINANCIAL REQUIREMENT:</p> <p>The Contractor should satisfy the following.</p> <p>1. Satisfactorily completed as a PRIME CONTRACTOR, Similar works of value not less than ₹ 25.00 Lakh [at current price level] in any of one year during last 5 financial years i.e., 2018-19 to 2022-2023 and updated to 2023-24.</p> <p>Note: - The cost of completed works of previous years shall be given weightage of 10% per year to bring them to current price level, (the financial year in which bids are invited).</p>	AMC of CC TV systems	1 year
AMC of CC TV systems	1 year				

		<p>2. The bidder should have liquid assets / credit facility / solvency certificate from schedules banks of value not less than ₹12.50 Lakh (Not older than one year).</p> <p>Note:</p> <p>i. Experience relating to the works executed in State / Central Government Departments or State / Central Government under takings in India / Semi Govt /PSUS/Quasi Govt /TTD shall only be considered</p> <p>C. Even though the Contractors meet the above Qualification Criteria, they are subject to be disqualified if they have:</p> <p>a) Record of poor performance such as abandoning the works, not properly completing or financial failures etc., in preceding 5 (five) financial years (2018-19 to 2022-23).</p> <p>b) Consistent history of litigation or arbitration awards against the Contractor in preceding 5 (five) financial years (2018-19 to 2022-23).</p> <p>1. a) Sub-contractor's experience, in his name will be taken in to account in determining the Tenderer's compliance to the Qualification criteria, if it is as per GO Ms No.8, dated 8.1.2003.</p> <p>b) The experience gained in a registered JV firm to the extent of the Tenderers share shall be considered if the tenderer happens to be the lead partner, for similar works criteria also. Bids, which do not fulfill the Eligibility Criteria, will not be considered</p>
10	Tender Type	: Open
11	Bid Call (Nos.)	: 1st CALL
12	Type of Quotation	: Tender wise
13	Transaction Fee	: All the participating bidders shall pay a transaction fee (non-refundable) on- line (non-refundable) (Generated Online) in favour MD APTS, Vijayawada. It is mandatory for the bidders to pay the transaction fee through the Electronic payment Gateway
14	EMD / Bid Security (INR)	: (i) EMD for ₹1,00,000/- (drawn on/or After 18-01-2024) EMD shall be Mandatorily paid through APTS portal only in the shape on line payment/Challan/BG made in favour of Executive Officer, TTD, Tirupati. (ii) In case of BG the Account details are as follows: (Name of Account holder: The Executive Officer, TTD, Tirupati, EMD Account No.013110100031399, UNION BANK OF INDIA, TTD Admn. Building Branch, KT Road, Tirupati, IFSC Code:UBIN0801313, MICR No. 517026071 (iii) On line payments to any other accounts and EMD paid through Demand Draft/ NEFT / RTGS will be summarily rejected.)
15	Bid Document	: 24-01-2024 from 5.00 PM

(a)	Downloading Start Date	
15 (b)	Pre-Bid meeting	: 31-01-2024 @ 3.30 PM (in the Chamber of the SE-II, TTD, Tirupati)
16	Bid Document Downloading End Date	: 08-02-2024 up to 1.00 PM
17	Last Date & Time for Receipt of Bids	: 08-02-2024 up to 3.00 PM
18	PQ Stage Date & Time	: 12-02-2024 at 3.00 PM Original BGs should be submitted before PQ stage opening date & time fixed.
19	Commercial Stage Date & Time	: 13-02-2024 at 11.00 AM
20	Auction Date & Time (Reverse Auction)	: 13-02-2024 at 2.00 PM to 5.00 PM Minimum Duration: 3 Hours
21	TQ Stage Date & Time	: 14-02-2024 at 3.00 PM
22	Bid Validity Period	: 90 Days
23	Declaration of successful bidder by competent authority (L1 after e-auction and physical document verification) subject to reverse tendering process Vide GO Ms No 67 dt 16-08-2019	: Will be intimated later
24	Tender inviting authority i.e. Officer inviting bids and opening the bids	: The Chief Engineer, TTD, Tirupati
25	Bid opening authority and address	: The Superintending Engineer-II, First floor, Room No.46, T.T.D. Admn. Building, K.T.Road, Tirupati, Chittoor (Dist), A.P, India
26	Contact Details	: 0877-2264389
27	Procedure for bid submission	: As per Notice Inviting Tender
28	General Terms & Conditions / Eligibility criteria	: As per Tender Document
29	Procedure for Bid Submission.	: a) Tender schedule can be downloaded from the web site: https://tender.apecurement.gov.in b) Intending bidders can contact O/o the Superintending Engineer-II, TTD, Tirupati for any clarification, information on any working day during working hours.

		<p>c) All bidders shall fill out the pre-qualification checklist and sign on the self-declaration form stating their compliance with all the technical and financial pre-qualification criteria</p> <p>d) EMD for ₹1,00,000/- to be paid (drawn on/or After 18-01-2024) EMD shall be Mandatorily paid through APTS portal only in the shape of on line payment/Challan/BG made in favour of Executive Officer, TTD, Tirupati</p> <p>e) In case of BG the Account details are as follows:</p> <p>Name of Account holder: The Executive Officer, TTD, Tirupati EMD Account No.013110100031399, UNION BANK OF INDIA, TTD Admn. Building Branch, KT Road, Tirupati IFSC Code: UBIN0801313, MICR No. 517026071</p> <p>f) online payment to any other accounts and EMD paid through Demand Draft/NEFT/RTGS will be summarily rejected.)</p> <p>g) All bidders shall upload documents in the e-Procurement portal validating their declarations under the technical and commercial pre-qualification criteria laid out in the checklist</p> <p>h) The bidders shall quote their initial price offer at the prescribed field / place provided in the e-market place.</p> <p>i) The quoted initial price offer cannot be in excess of 5% over the Internal Bench Mark (IBM) value/ECV provided failing which it is liable to be rejected outright by the department.</p> <p>j) The bidder shall sign on all the documents uploaded by him including EMD owning responsibility for their correctness / authenticity and upload along with Tender.</p> <p>k) The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration up loaded by the bidder.</p> <p>l) All bidders shall furnish the original hard copies of the BG for EMD before PQ stage opening date and time fixed.</p> <p>m) If any bidder fails to submit the original hard copies of the BG for EMD within the stipulated time, the Initial Price Offer of the respective bidder will not be opened and they shall not be carried forward into the reverse auction phase.</p> <p>n) The Department shall carry out the technical bid evaluation solely based on the uploaded certificates / documents, BG/Online payment/Challan towards EMD in the e-procurement system and open the price bids of so received.</p> <p>o) Successful bidder shall furnish the original hard copies of all the documents / certificates /statements, BG / Online payment/Challan receipt uploaded by him before concluding agreement and stipulated time.</p>
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30	E- Auction (Reverse Tendering)	<p>: After identifying the eligible agencies / bidders will be eligible to participate in e-auction process on e - procurement platform in terms of guidelines issued vide G.O.Ms.No.67, WR (Reforms) Dept., Dt.16.08.2019.</p> <p>a) After identification of the L-1 Initial Price Offer, eligible (those who have submitted the BG / Online payment receipt for EMD & signed self-declaration form stating their compliance with all the technical and financial pre-qualification criteria online) bidders shall be transferred to the Reverse Auction Platform.</p> <p>b) The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.</p> <p>c) Decrements made in each subsequent bid shall not be less than 0.50% of the IBM / ECV uploaded.</p>
31	Conclusion of the Reverse Tendering Process	<p>: a) After conclusion of the reverse auction process, the technical-qualification criteria of L1 bidder shall be verified. In case of successful verification of technical qualification criteria of the L-1 Bidder and if qualified he will be awarded the contract and the EMDs of unsuccessful bidders shall be refunded.</p> <p>b) If any variation is noticed between the uploaded documents and the self-declaration submitted by the bidder, the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. If any of the documents furnished by the bidder are found to be false / fabricated / Bogus, at any time the bidder will be black listed and the EMD will be forfeited.</p> <p>c) In case of the L1 bidder being disqualified, the Department reserves the right to restart the reverse auction process with the L-2 price of the concluded reverse auction as the</p>

		<p>start/ maximum bid price OR to restart the entire tendering process from the NIT Stage. In either case, the date and time of the subsequent process shall be communicated to the remaining bidders</p> <p>d) Only the current L-1 bid shall be visible to all bidders who may revise their bids until the end of process.</p>
32	Special conditions	<p>: 1 The Scope of Work shown above is only indicative and detailed scope has been described in the Bid Document.</p> <p>2 The time for completion of the works : Three years</p> <p>3 Issue of Bid Document will not automatically construe the eligibility of the Contractor(s) for participation in the subsequent Bidding process and will be determined during evaluation.</p> <p>4 The Employer reserves the right to accept or reject any or all the Bids without assigning any reason whatsoever.</p> <p>5 The dates stipulated in the NIT are firm and under no circumstances they will be relaxed unless officially extended / notified.</p> <p>6 The Contractors shall submit their Bids online only. Any sort of difficulties or the problems in the internet, web site in submission of tenders, the Employer is not responsible.</p> <p>7. Bids received with an excess of more than 5% over the Internal Benchmark value / ECV Specified by the employer shall be summarily rejected. Negotiations are not permitted to be conducted at any level.</p> <p>8. DELETED</p> <p>9. The Contractor shall submit a copy of valid GST registration certificate issued by the registration authority.</p> <p>10. The Contractor shall submit copy of PAN card and copy of latest Income Tax return submitted to IT Department along with proof of submission.</p> <p>11. Any other condition regarding receipt of Bids in conventional method appearing in the Bid documents may please be treated as not applicable.</p> <p>12. The Contractors should invariably upload the scanned copies of Bid Security and experience certificates and other relevant documents duly signed by them.</p> <p>13. The successful bidder has to pay the balance EMD @ 1.5 % of ECV/TCV at the time of conclusion of the Agreement in the shape of crossed DD / BG (Valid for contract period i.e., of 36 (Thirty Six MONTHS + 28 Days) in favour of the Executive Officer., TTD, Tirupati and in case any valid extension of contract period is granted, the validity of BG</p>

		<p>shall also be extended for the corresponding period. The Bank Guarantee furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.</p> <p>14. Bids shall be valid for a period of 3 months from the last date of submission of Bids. Before expiry of validity, the authority who called for the Contractor, shall seek for further extension of validity from the Contractors and in case the validity is not extended by any Contractor, his Bid shall not be considered after such expiry and his Bid Security shall be returned.</p> <p>15. The retention amount from the bills will be deducted at the rate of 7.50% as usual.</p> <p>16. All necessary permissions / clearances / approvals are to be processed and obtained by the Contractor only at his own cost. As a user agency, the Employer will cooperate in processing the proposals in respect of the above.</p> <p>17. In case of discrepancy between the Price Bid quoted online and in supporting documents uploaded, the Price Bid quoted in the template provided online only would be considered for evaluation.</p> <p>18. Bid Price should be quoted online in the specified template.</p> <p>19. Experience relating to the similar works executed in State / Central Government Departments or State / Central Government under takings in India / Semi Govt /PSUS/Quasi Govt /TTD shall only be considered</p> <p>20. In case of Projects executed in Government departments /Government undertakings, the experience certificates should be certified by the Executive Engineer or equivalent and counter signed by the Superintending Engineer or equivalent and copies may be uploaded along with tender duly self-attested.</p> <p>21. Further, the Employer reserves the right to undertake a verification of the experience so stated, through engaging the services of a Professional Agency, and if any discrepancies are noticed in the information provided by the Contractor/ Successful Contractor/ Contractor regarding previous relevant experience, the said Contractor/ Successful Contractor/Contractor shall be disqualified duly forfeiting EMD and value of work done and shall be liable to pay damages as determined by the Employer. Further, the Contractor/ Successful Contractor/ Contractor shall be black listed.</p> <p>22. The Contractor is subjected to be disqualified and liable for black listing and forfeiture of Bid Security, if he is found to have misled or furnished false information in the documents</p>
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		<p>submitted in proof of qualification requirement.</p> <p>23. Even during execution of the work, if found that the Contractor had produced false/fake certificates of experience, he will be liable for black listing and the Contract will be liable for termination duly forfeiting EMD and all the amounts due to him.</p> <p>24. The TTD reserves the right to relax the conditions if required for eligibility of the Contractor in the public interest. The contractor(s) shall not have any right to question the decision taken by the TTD in this regard.</p>
33	General Terms & Conditions	<p>1. The details and certificates are to be furnished as per the proforma available in the tender schedules in proof of Qualification Criteria. The details of works not furnished in the relevant formats shall not be taken in to consideration for evaluation, though up loaded along with Bid.</p> <p>2. The Contractor should have the key and critical equipment (either owned or leased) as mentioned in the Bid Document.</p> <p>3. The Contractors shall submit a written Power of Attorney duly registered authorizing the signatory of the Bid to sign for the Contractor.</p>
34	SCOPE OF WORK	<p>The Scope of the work is as detailed below</p> <p>Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years</p>
35	Tender can be down loaded	: https://tender.apecurement.gov.in
36	Tender Documents (in zip format)	: Tender Doc.zip

1.1 Procedure for bid submission:

1. Bids shall be submitted online on <https://www.tender.apecurement.gov.in>

2. The bidders who are desirous of participating in e-procurement shall submit their bids as per the standard formats available at the e-market place.
3. All bidders must fill in the pre-qualification checklist in the templates provided and sign on the self-declaration form stating their compliance with all the technical and financial pre - qualification criteria and up load the same.

4. E.M.D.

- (a) EMD for ₹1,00,000/- drawn on / or after 18-01-2024 (EMD shall be Mandatorily paid in the shape of BG/ Online payment/Challan made in favour of the Executive Officer, TTD, Tirupati and payable at Tirupati.
- (b) In case of BG the Account details are as follows:

Name of Account holder: The Executive Officer, TTD, Tirupat, EMD Account No.013110100031399, UNION BANK OF INDIA, TTD Admn. Bldg. Branch, KT Road, Tirupati IFSC Code: UBIN0801313, MICR No. 517026071

- (c) Online payment to any other accounts and the EMD paid through NEFT / RTGS will be summarily rejected.
5. All bidders must upload all supporting documents in the e-Procurement portal validating their declarations and uploaded in the templates provided for the same under the technical and commercial pre-qualification criteria laid down in the check list.
 6. The bidders should quote their initial price offer at the prescribed field / place provided in the e-market place within the prescribed period.
 7. The bidder shall sign on all the documents uploaded by him including EMD along with the self-declaration for fulfilling pre-qualification criteria set by the Department (on the check list) owning responsibility for their correctness / authenticity and upload along with Tender.
 8. The system shall carry initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria and the declaration up loaded by the bidder.
 9. The price bids will be opened on the date and time fixed.
 10. If any bidder fails to submit the original hard copies of the BG/Online payment/Challan for EMD within the stipulated time, the Initial Price Offer of the respective bidder will not be opened and they shall not be carried forward into the reverse auction phase.
 11. The bidders shall furnish willingness in participating reverse tendering process and an undertaking shall be uploaded to that effect along with submission of initial price offer.
 12. After opening and identification of the L-1 Initial Price Offer, eligible bidders shall be transferred to the Reverse Auction Platform (online). The time and date will be displayed for reverse tendering process.
 13. The **Technical Committee** shall carry out the technical bid evaluation solely based on the uploaded certificates/documents, Copy of BG /online payment/ Challan made towards EMD in the e-procurement system.

Reverse Tendering Process:

As per G.O.Ms. No. 67 Water Resources (Reforms) Department dated: 16-08-2019.

1. All bidders shall self-declare their details under each technical and financial criterion on the e-procurement platform along with an undertaking confirming their compliance with the technical and financial criterion prescribed in the bid document.
2. All bidders shall submit supporting documents for their submittals under each technical and financial criterion. In case of documents found to be defective, incorrect or forged and therefore claim of Qualification is not supported, severe action including forfeiture of EMD shall be taken.

3. The threshold values of Technical and Financial qualification as prescribed by the department shall be displayed to the bidders on the screen of online e-procurement site. The bidders have to submit their details of qualification criterion in prescribed text boxes along with their self-declaration on the fulfillment of qualification criterion prescribed. The system automatically evaluates the qualification details uploaded by the bidders and enable the qualified bidders only to quote for their price bid in the prescribed box for the work.
4. All bidders satisfying pre-qualification criterion as per their submittals and self-declaration on e-procurement site shall quote their price offer.
5. The Price bids of all the bidders shall be opened and the lowest quoted price bid among the qualified bidders in the tender process shall be determined.
6. The L-1 Price Offer (Initial) shall be the maximum allowable Bid price for the reverse tendering process.
7. Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.
8. At the start of the Reverse Tendering process the Maximum Allowable Bid Price will be set and bidders shall submit their bids in an online platform.
9. Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.
10. The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
11. Only the current L-1 bid shall be visible to all bidders who may revise their bids until the end of the process.
12. Decrements made in each subsequent bid shall not be less than 0.50% of the IBM/ECV uploaded.
13. Upon successful verification of the L-1 bidder's supporting documents, the reverse tendering process shall be closed declaring the L-1 bidder as "successful bidder" and the remaining bidders in the process shall be notified as "unsuccessful" and their respective EMDs shall be refunded.
14. In case there are discrepancies between the L1 bidder's declarations under the technical and financial criteria and the supporting documents submitted, the L1 bidder shall be disqualified, his EMD shall be forfeited, he will be removed from the reverse tendering process and the remaining bidders shall be notified of the date and time when the reverse tendering process shall be resumed.
15. The reverse tendering process shall be resumed with the L2 price as the Maximum Allowable Bid Price.
16. Only 15 minutes shall be initially allowed for the remaining bidders to revise their bids, subject to automatic extensions of 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
17. The reverse tendering process shall continue until the determination of a successful bidder.

1.2 **General Terms & Conditions**

1. **Transaction fee:** All the participating bidders shall pay a transaction fee (non-refundable) on- line (non-refundable) (Generated Online) in favour M/S APTS, Vijayawada which Will be generated while bidding and accordingly the Bidder has to pay.
2. **E.M.D.**
 - (a) EMD for ₹ 1,00,000/- drawn on or after 18-01-2024 EMD shall be Mandatorily paid in the shape of Online payment/Challan/BG made in favour of the Executive Officer, TTD, Tirupati and payable at Tirupati.
 - (b) In case of BG the Account details are as follows:

Name of Account holder: the Executive Officer, TTD, Tirupati, Account No.013110100031399, UNION BANK OF INDIA, TTD Admn. Building Branch, KT Road, Tirupati, IFSC Code: UBIN0801313, MICR No. 517026071
 - (c) online payments to any other accounts and EMD paid through Demand Draft/NEFT/RTGS will be summarily rejected.)
3. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
4. The successful bidder shall pay 0.04% of estimate contract value towards e-procurement corpus fund through Online payment which is enabled on e-procurement platform in the name of accepted bidder at the time of conclusion of agreement.
5. "The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform." (G.O.Ms.No.6, dated 28/02/2005 of IT & C Dept., Govt. of AP) and as per G.O.Ms.No.67, WR (Reforms) Dept., Dt.16.08.2019.
6. As per the G.O.Ms 174, I&CAD (PW-Reforms) Department dated 01-09-2008 , that the successful bidder found defaulting in submission of hard copies of uploaded certificates / documents, original BG / Online payment towards EMD within the stipulated time i.e. before concluding the agreement or if any variation is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in tenders on e-Procurement platform for a period of three years.
7. Tenders with an excess of above 5% of the estimated contract value shall not be allowed to quote in online and the tender percentage to be quoted should be inclusive of all taxes excepting GST.
8. **Single Tender received in 1st Call is liable for Cancellation.**
9. The successful bidder has to pay the balance EMD @ 1.5 % of ECV/TCV at the time of conclusion of the Agreement in the shape of Crossed DD/BG (Valid for contract period i.e., of **Thirty Six (36) MONTHS + 28 Days**) in favour of the Executive Officer, TTD, Tirupati.
10. **The Quoted Rate shall be exclusive of GST**

INSTRUCTIONS TO TENDERERS**A – GENERAL**NOTICE INVITING TENDERS (NIT) – **355/SE-II/TTD/2023-24****Name of work:** **Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years****Scope of work:** Give brief description and location of work.

- a) List out Principal Components of the work. AMC of CC TV system
- b) ECV put to tender. **Rs. Open tender**
- c) Give breakup of cost of major items covered in the ECV.
- d) Period of completion. **Three years**
- e) **NOTE: ANY STATUTORY TAXES AS APPLICABLE FROM TIME TO TIME SHALL BE BORNE BY THE CONTRACTOR. TTD WILL NOT BE LIABLE TO PAY /REIMBURSE ANY TAX ON ANY GROUNDS WHATSOEVER.**

1.1 The Superintending Engineer-II / Chief Engineer, TTD, Tirupati, invites tenders for the above work vide **NIT.No:355/SE-II/2023-24** under **Adv.No.89/D3/CE/Tpt/ TTD/2023-24, dated. 18-01-2024**

1.2

Online bids for the above work will be received from the

(a) Manufacturers / Authorized dealers of CCTV systems

The eligible firms shall submit bids online on www.apecurement.gov.in before the date and time stipulated in Notice Inviting Tender [NIT].

The online bids will be opened by the Superintending Engineer – II, TTD or his nominee at his office, on the dates mentioned in NIT. If the Office happens to be closed on the dates, the opening of tenders gets automatically postponed to the next working date, the time being unaltered, unless extended by a notification published in News papers or through Amendment on TTD's Web site. i.e., www.tirumala.org

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

2. Firms Eligible to Tender:

- i. The firms who possess the certificate as mentioned in the NIT and satisfy all the conditions therein.
- ii. Satisfactorily completed as a PRIME CONTRACTOR, Similar works of value not less than **₹ 25.00 Lakh** [at current price level] in any of one year during last 5 financial years i.e., 2018-19 to 2022-2023 and updated to 2023-24.

Note: - The cost of completed works of previous years shall be given weightage of 10% per year to bring them to current price level, (the financial year in which bids are invited).

- iii. the bidder should have executed Minimum quantities in any one year during last Five Financial Years (2018-19 to 2022-23)

AMC of CC TV systems	One year
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- iv. the Manufacturing firm / Authorized dealer should have liquid assets / credit facility / solvency certificate from schedules banks of value not less than **₹ 12.50 Lakh** (Not older than one year).
- v. are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business
- vi. have complied with the eligibility criteria specified in the NIT are the eligible tenderers.

2.1 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 Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- 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 Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

Note: Near relatives include

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

3. Qualification data of the Tenderers

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

- a) Check list to accompany the tender (in Annexure-I).
- b) Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, Commercial Tax / Registration, Furnishing of Latest Income Tax certificate is dispensed with. However the contractors shall furnish their copy of permanent Account Number (PAN) card and copy of latest income tax returns submitted along with proof.

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

- c) Value of turn over for **similar works** every year during the last five financial years (i.e., from **2018-2019 to 2022-2023**) in Statement-I.
- d) Details of **similar works** completed in the name of the tenderer as Prime Contractor during the last five financial years i.e., from **2018-2019 to 2022-2023** showing year wise break up of value of work executed in Statement-II
- e) Year wise specified quantities executed by the tenderer during the last five financial years in Statement-III

- f) Information regarding any litigation, with Government during the last five years, in which the Tenderer is involved in (Statement - IV);
- g) Availability of working capital for the work [Liquid assets, credit facility and availability of other financial resources such as solvency etc];
- h) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

3.2 Tenders from Joint Ventures are not acceptable unless specifically stated otherwise.

3.3 QUALIFICATION CRITERIA FOR OPENING OF THE PRICE BID.

- a) **Manufacturers / Authorized dealers of CC TV systems** as mentioned in the NIT and satisfy all the conditions therein / Copy of Firm
- b) The firm should have Experience in AMC of CC TV system etc., in any one financial year during last 5 financial years (2018-19 to 2022-23)
- c) The experience certificates / completion report should be from Govt/Quasi Govt/Reputed institutions/organizations only. The experience certificate / completion report should be signed by Agreement concluding authority / work order issuing authority. **RECEIPT NOTES WILL NOT BE CONSIDERED.**
- d) The Manufacturing firm / Authorized dealer should have liquid assets / credit facility / solvency certificate from scheduled banks of value not less than **₹12.50 Lakh** (Not older than one year).
- e) The firms are not black listed or debarred or suspended by the Government/TTD for whatever the reason.
- f) **No relaxation will be given to any of the qualification criteria.**

- Note:**
- a) Sub-contractor's experience, in his name will be taken in to account in determining the Tenderer's compliance to the Qualification criteria, if it is as per GO Ms No.8, dt. 8.1.2003.
 - b) The experience gained in a registered JV firm to the extent of the Tenderers share shall be considered if the tenderer happens to be the lead partner, for similar works criteria also.

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

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

3.5 deleted

3.6 Deleted

- 3.7**
- a) If the **rate** quoted by a tenderer is found to be either abnormally high or with in the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.
 - b) A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall percentage should be based on the controlled prices for the materials, if any, fixed by the

Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4. One Tender per Tenderer:

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

5. Cost of Tendering

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

6. Site Visit.

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

B. TENDER DOCUMENT

7. Contents of Tender document.

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

Technical bid

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

Price bid

- Bill of Quantities and Price bid. Schedule-A
Bill of quantities – part-II (Reimbursable provisions)

8. Clarification on Tender Documents

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

9. Amendment to Tender Documents

9.1 Before the last date for submission of tenders, the tender inviting officer may modify the contents of the Tender Notice, Tender documents by issuing amendment / addendum.

9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers/ e-Procurement site in which NIT was published.

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

10. Pre Bid Meeting

- i. The details presented in this Bidding Document have been compiled with all reasonable care. However, it is the Bidder's responsibility to ensure that the information provided is adequate, clearly understood and it includes all documents as per the Index.
- ii. Bidder shall examine the Bidding Document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, Bidder may request clarification in the pre-bid meeting.
- iii. Pre-bid Meeting will be held at 3.30 PM IST on **31-01-2024** in the **Chamber of the SE-II, TTD, Tirupati**. Bidders can send their queries to **the S.E-II, TTD Administrative Building, K.T. Road Tirupati-517501** Only. The queries received 2 days prior to the Pre Bid Meeting will be answered. The entry to the Pre-Bid Meeting will be limited to One person per bidder and they should carry valid authorization letter on company's letter head.

- iv. Only queries reaching TTD within 2 working days (before 17:00 hrs) prior to Pre-Bid Conference will be taken for consideration.
- v. Queries shall be sent to O/o the Superintending Engineer-II, TTD, Tirupati Administrative Building, K.T.Road Tirupati-517501, **email:paelecse2@gmail.com**. The clarifications for queries received by the TTD up to specified time will be up-loaded as corrigendum on <https://tender.apecurement.gov.in>.
- vi. The response to queries / clarifications of the bidders shall not form part of Bidding Document unless issued as an Amendment/Addendum.
- vii. The bidder shall sign the copy of the Minutes of the Pre-bid meeting and scan and enclose along with all other documents. Clarifications furnished in the pre-bid meeting shall be the part of the bid document. Not attending the meeting, does not relieve the tenderers from the decisions taken at the pre-bid meeting. Failure to comply the same, such tenders are liable for rejection.**

C. PREPARATION OF TENDERS.

11. Language of the Tender.

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

12. Bid Offer:

12.1 Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document as Volume - II. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations by omissions, deductions or additions at the discretion of the Superintending Engineer or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work. ~~The percentage quoted by the contractor shall be applicable only to Schedule "A" items. The tenderers will have to state clearly their willingness to execute the work at certain specific percentage of excess or less or at par of the ECV indicated in 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 shall be written both in words and figures.~~

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

12.3 The bid offer shall be for individual items.

12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the **rate** quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified **in the relevant clause**.

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

12.6 Charges Payable to APTS

The successful bidder will pay further fee @ 0.04% of ECV (Estimated contract value) i.e., payable to APTS .
(The ceiling amount of Transaction fee for works costing ECV up to Rs 50.00 Crores is Rs 10,000.00 and for works costing with ECV above Rs 50.00 Crores the ceiling amount of transaction fee is Rs 23,000/-) to create e procurement corpus fund to be administered by APTS. The above fee is payable by the successful bidder through a DD drawn in favour of M/S APTS , Vijayawada at the time of conclusion for the agreement . The said DD shall be sent to MD APTS by the Superintending Engineer who is entering in to agreement with the successful bidder.

13. Validity of Tenders:

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

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

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

14. Earnest Money Deposit

14.1 The Tenderer shall upload the on line payment details of EMD for ₹1,00,000/- by way of online payment/ BG obtained from any Scheduled Bank drawn in favour of EXECUTIVE OFFICER, TTD, TIRUPATI along with the tender. **The BG valid for a period of 6 months.** The on line payment details /BG shall be scanned and uploaded along with the Bid and as per the G.O.Ms 174, I&CAD (PW-Reforms) Department dated 01-09-2008, that the successful bidder found defaulting in submission of hard copies of uploaded certificates / documents, original BG towards EMD with in the stipulated time i.e before concluding the agreement or if any variation is noticed between the uploaded documents and the hard copies submitted by the successful bidder, the successful bidder will be suspended from participating in tenders on e-Procurement platform for a period of three years.

14.2 If the original EMD is through on line payment then the successful tenderer has to pay further EMD at the rate of 2.5 % of Tender Contract Value, less the EMD already paid at the time of tender, by Demand Draft / BG from any Scheduled bank drawn in favor of E.O., TTD, Tirupati at the time of concluding the agreement. This EMD can be in the form of:

- a) a bank demand draft on any Scheduled Bank
- b) a bank guarantee in the form given in Section 8, from a Scheduled Bank.

14.3 DELETED.

14.4 The earnest money deposited by the successful tenderer will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender. The E.M.D. given in the form of Bank Guarantee on any Scheduled Commercial Bank shall be valid for the duration of contract period of two years and in case any valid extension of contract period is granted, the validity of BG shall also be extended for the corresponding period. The Bank Guarantee furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.

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

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

In consideration of the Executive Engineer / Superintending Engineer /Chief Engineer of Tenders undertaking to investigate and to take into account each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the TTD, Tirupati in the event of such tenderer either modifying or with-drawing his tender at his instance within the said validity period of three months.

15. Signing of Tenders.

15.1 If an individual makes the tender, 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.

15.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.

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

D. SUBMISSION OF TENDERS.

16. Submission of Tenders:

16.1 The tenderer shall invariably ensure that the scanned copies of the following documents are uploaded and attached online:

- a) All the items as listed in Check list

- b) Copy of contractors registration certificate under appropriate class with Government of Andhra Pradesh / TTD / CPWD etc.,

16.2 Bids submitted in offline sealed cover system shall not be considered for evaluation.

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

17.1 Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.

17.2 The Superintending Engineer / Chief Engineer, TTD, may extend the dates for Bid submission / Price bid opening of Tenders by issuing an amendment in which case all rights and obligations of the Superintending Engineer/Chief Engineer will remain same as previously.

18. Modification to the Tender.

18.1 No Tender can be modified after the last date /time of submission of Tenders

E. TENDER OPENING AND EVALUATION

19. Tender opening

19.1 The technical bid containing qualification requirements as per Annexures I & II and Statement I to VII will be evaluated by the tender opening authority and the results are recorded which will be signed by the tender opening authority

20. Clarification on the Technical Bid.

20.1 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 furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

20.2 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.

21. Examination of technical Bids and Determination of Responsiveness

21.1 The **Superintending Engineer and the Technical Committee** will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified Tenderer.

21.2 If the technical bid of a Tenderer is not satisfying any of the eligibility criteria it will be rejected by the Superintending Engineer. However, the tender accepting authority detects any error in the evaluation of Tenders by Superintending Engineer, the tender accepting authority while returning the tenders may direct the Superintending Engineer or Chief Engineer as the case may be, to re-evaluate the tenders.

21.3 If any condition is made by the tenderer as addition/alteration to the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

22. Price Bid Opening:

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

22.2 In case of any ambiguity, the decision taken by the Tender Accepting Authority on tenders shall be final.

22.3 At the specified date and time, the price bids of the qualified tenderers on technical grounds will alone be opened online by the tender receiving authority 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.

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

23. Evaluation and Comparison of Price Bids

- 23.1** The Superintending Engineer will evaluate and compare the price bids of all the qualified Tenderers.
- 23.2** 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.
- 23.3** Selection of Tenderer among the lowest & equally quoted tenderers will be in the following orders:
- The tenderer whose bid capacity is higher will be selected.
 - In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
 - Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.
- 24. Process to be Confidential.**
- 24.1** 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.
- 24.2** No Tenderer shall contact the Superintending Engineer or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Superintending Engineer, It should be done so in writing.
- 24.3** 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.
- 24.4** Tenders will be finalized by the Executive Engineers / Superintending Engineers / Chief Engineer / Executive Officer / TTD Board according to the powers vested with them.

F. AWARD OF CONTRACT

25. Award Criteria

- 25.1** The Tenderer whose Tender has been accepted will be notified of the award of the work by the Superintending Engineer, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the T.T.Devasthanams will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
- 25.2** When a tender is to be accepted the concerned tenderer shall attend the office of the Superintending Engineer concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Superintending Engineer, of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft/BG obtained from a Nationalized / Scheduled Bank with a validity period of **3 months (DD). In case of BG with a validity of contract period Thirty Six (36) months + 28 days drawn in favour of the Executive Officer, TTD, Tirupati** and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Superintending Engineer's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the T.T.Devasthanams shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement is first signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the T.T.Devasthanams.
- 25.3** The successful tenderer has to sign an agreement within a period of **15 days** from the date of receipt of communication of acceptance of his tender. This shall be done along with submission of all the uploaded documents, attested copies of uploaded documents, DD/BG for EMD, DD/BG for balance EMD, Insurance for work and workers, DD for APTS and other documents if any. On failure to do so his tender will be cancelled without issuing any further notice and action will be initiated for black listing the tenderer.

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

26. Notification of Award and Signing of Agreement.

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

26.2 When a tender is to be accepted the concerned tenderer shall attend the office of the Executive Engineer / Superintending Engineer concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Executive Engineer / Superintending Engineer / Chief Engineer, of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft obtained from a Nationalized / Scheduled Bank with a validity period of 6 months, and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Executive Engineer / Superintending Engineer's office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the T.T.Devasthanams shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement is first signed by the contractor and then by the proper officer authorized to enter into contract on behalf of the T.T.Devasthanams.

26.3 The successful tenderer has to sign an agreement within a period of **10 days** from the date of receipt of communication of acceptance of his tender. This shall be done along with submission of all the uploaded documents, attested copies of uploaded documents, BG / ONLINE PAYEMENT for EMD, DD / BG for balance EMD, Insurance for work and workers, DD for APTS and other documents if any. On failure to do so his tender will be cancelled without issuing any further notice and action will be initiated for black listing the tenderer.

27. Corrupt or Fraudulent Practices

27.1 The TTD requires that the bidders / suppliers / contractors under TTD financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the T.T.Devasthanams.

(a) Define for the purposes of the provision, the terms set forth below as follows:

(i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a T.T.Devasthanams official in procurement process or in contract execution: and

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

(a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged corrupt or fraudulent practices in competing for the contract in question.

(b) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged corrupt or fraudulent practices in competing for, or in executing a T.T.Devasthanams Contract.

(c) Furthermore, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

**QUALIFICATION INFORMATION
Annexure -I**

CHECKLIST TO ACOMPANY THE TENDER

S.No	Description	Remarks	
1	2	3	
1	Copy of valid registration of Manufacturers / Authorized dealers of CC TV systems	Mandatory	
2	Copy of permanent account number (PAN Card)	Mandatory	
3	The contractor must have an active/valid registration number with the GST authorities within the State of Andhra Pradesh if in case not already registered shall undertake by affidavit to cause registered before price bid finalization and letter of acceptance, for entering of contract agreement and for any such default not only forfeiture of EMD, but also be made liable for other civil and penal consequences.	Mandatory	
4	EMD of ₹1,00,000/- by BG (valid for 6 months) drawn on or after 18.01.2024 or Online payment/challan receipt in favour of The Executive Officer, TTD, Tirupati. On line payments to any other accounts and EMD paid through Demand draft / NEFT/RTGH will be summarily rejected.	Mandatory	
5	The turn over should be carried out duly furnishing the part of turnover for Similar works only and this should be certified by the Chartered Accountant in the last 5 years in Statement-I	Mandatory	
6	Details of similar works (CC TV systems) completed as Prime Contractor (in the same name) for ₹ 25.00 Lakhs in any one year during the last five financial Years in Statement - II with supporting certificates.	Mandatory	
7	Quantities of similar work (AMC CC TV systems - one year.) executed as Prime Contractor (in the same name) during the last 5 financial years - in Statement - III with supporting certificates.	Mandatory	
8	Proof of liquid assets / Credit facility for an amount of ₹ 12.50 Lakh (Credit facility / letter of credits / Solvency certificates from Banks etc. Not older than one year as on Bid submission date and should have the validity sufficiently beyond the date of tender	Mandatory	
9	Declaration as per Annexure-II.	Mandatory	
10	Information on litigation history Statement -IV	Mandatory	
11	The signed copy of the Minutes of the Pre-bid meeting, scan and upload	Mandatory	
12	The details of registration of ESI	Mandatory	
13	The details of registration of EPF	Mandatory	

Notes:-

1. The statements furnished shall be in the formats appended to the tender document.
2. The information shall be filled-in by the tenderer in the checklist and statements I to VI, and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted on line by the tenderer.
3. The bidder shall sign on all the statements, documents, certificates uploaded by him owning the responsibility for their correctness/authenticity.
4. Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate. The turn over shall be from similar works and from Govt/semi Govt /Quasi Govt/PSUS/TTD only. This shall clearly & explicitly bring out in the certificate. If the certificate does not specify the Turnover with reference to Govt / Quasi Govt / PSUS / TTD, then the same will not be CONSIDERED. No clarification will be sought for.

FOR BIDDERS NOT BEEN HAVING VALID GST REGISTRATION WITH IN STAE OF ANDHRA PRADESH

The Bidder / Tenderer must have an active / valid registration number, with the GST authorities within the State of Andhra Pradesh. If in case not already registered within the state of Andhra Pradesh shall undertake by affidavit to cause registered before Price bid finalisation and letter of acceptance for entering of contract agreement and for any such default not only forfeiture of EMD but also be made liable for other civil and penal consequences.

**GST REGISTRATION DECLARATION
AFFIDAVIT**

I / We _____ has gone through the said GST condition and solemnly declare that I / we will abide to the said condition for any penal action if not got registered with GST authorities within state of Andhra Pradesh before entering into the L.S. Agreement for the subject work for which I / We undertake by affidavit on a non-judicial stamped paper to that effect.

Signature of the Tenderer

Annexure-II

DECLARATION

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

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

Signature of the Tenderer

STATEMENT - I

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

Sl. No.	Financial Year	Value in Rs.
1.	2018-2019	
2.	2019-2020	2020-2021
3.	2021-2022	
4.	2022-2023	
5.		

Attach certificate(s) issued by the Executive Engineer/Divisional Engineer (Elec.) concerned and counter signed by Superintending Engineer showing work wise / year wise value of work done in respect of all the works executed by the Tenderer during last five years

OR

Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Clearance certificate. The turn over shall be from **similar works** and from Govt/semi Govt/Quasi Govt/PSUS/TTD only. This shall clearly & explicitly brought out in the certificate.

Signature of the Tenderer

STATEMENT - II

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

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

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

Attach certificates issued by the Executive Engineer concerned and countersigned by the concerned Superintending Engineer showing work wise / year wise value of work done and date of completion.

Signature of the Tenderer

STATEMENT - III

Physical quantities executed by the Tenderer in the last five financial years. (work wise / year wise) .

Sl. No.	Financial Year	Name of work	Agt. No.	SITC /AMC of CCTV systems executed / Year wise.	Any other items.
1	2	3	4	5	6
1	2018-2019				
2	2019-2020				
3	2020-2021				

4	2021-2022				
5	2022-2023				

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

Signature of the Tenderer

STATEMENT - IV

Information on litigation history in which Tenderer is the Petitioner.

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

Signature of the Tenderer

CONDITIONS OF CONTRACT

TENDER

Date:

To
The Executive Officer,
T.T.Devasthanams,
Tirupati.

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz. **Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years** as shown in the drawings (wherever applicable) and described in the specifications deposited in the office of the Executive Engineer / Superintending Engineer – II, TTD, Tirupati with such variations by way of alterations or additions to, and commissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum of **Open tender** 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 **rate** in Schedule ‘A’ Part-I, 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 agreed to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to TTD.

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 Government 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 schedule a crossed demand draft No.....dated: for Rs....., drawn on Bank:..... Place: as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the Executive Engineer shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work enjoined in A.P.S.S.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the TTD as security for the due fulfillment of this contract. If upon written intimation to me/us by the Superintending / Executive Engineer’s Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Superintending /Executive Engineer or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of T.T.D.

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

Name	Qualified

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

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

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

TENDERERS / CONTRACTOR'S CERTIFICATE.

- (1) I/WE hereby declare that I/We have perused in detail and examined closely the Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the TTD.
- (2) I/WE certify that I/We have inspected the site of the work before quoting my **rates**; I /We have satisfied about the quality, availability and transport facilities for stones, and other materials.
- (3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions 3.6 of general instructions to tenderer.
- (5) I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition 3.7 general instructions to tenderer.
- (6) I/WE hereby declare that I/We will not claim any price escalation.
- (7) I/WE hereby declare that I am/ we are accepting for the contract period as 24 months instead of 6 months under clause 28 of APSS.
- (8)
 - a) I/WE declare that I/WE will procure the required materials including use for the work after approval of the Engineer-in-Charge. The responsibility for arranging and obtaining the **materials** for borrowing or exploitation in any other way shall rest with me/us for the materials **supplied**, I/WE shall ensure smooth and un-interrupted supply of materials.
 - B) I/WE declare that the responsibility for arranging and obtaining the **material** shall rest with me/us.
 - c) **Deleted.**
 - D) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (9) I/WE declare that I/WE will execute the work as per the mile stone programme, and if I/WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (10) I / WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

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

Address of the Tenderer :

Phone No.:

Fax No.:

TENDERER.

CONDITIONS OF CONTRACT:-

A. GENERAL

1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
- 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor's Tender (Technical bid)
 - 4) Conditions of contract
 - 5) Drawings
 - 6) Bill of quantities (Price-bid)
 - 7) Any other document listed as forming part of the Contract.
 - 8) EMD.

2. Engineer-in-Charge's Decisions:

- 2.1 Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

- 3.1 The Engineer-in-charge may delegate any of his duties and responsibilities to other officers and may Cancel any delegation by an official order issued.

4. Communications:

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

5. 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. 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.*
- 6.2 *Deleted*
- 6.3 *The technical personnel should be on full time and available at site whenever required by Engineer in Charge to take instructions.*
- 6.4 *The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.*
- 6.5 *In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.*

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

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:

9. Insurance is totally at the risk and responsibility of the Contractor from the Start Date to the end of the contract period i.e., **36 months**.

10. Site Inspections:

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

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

11. Contractor to Construct the Works:

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

12. DELETED

13. Tollgate at Alipiri: The contractor has to pay the necessary tollgate fee at Alipiri, Tirupati, for conveyance of materials, machinery, vehicles etc., to Tirumala as applicable. The vehicles of the contractor will be permitted during 5 AM to 7 PM only. The contractor has to quote their rates accordingly.

14. DELETED

15. DELETED

16. DELETED

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

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete the work by the Intended Completion Date. Failure to comply will result in action as per APDSS and also as per G.O.Ms.No.94 I & CAD (PW.COP) dated 01.07.2003.

18. Safety:

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

19. Discoveries:

19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the T.T. Devasthanams. The Contractor is to notify the Engineer-in-charge of such discoveries and carry out the Engineer-in-Charge's instructions for dealing with them.

20. Possession of the Site.

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

21. Access to the Site:

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

22. Instructions:

22.1 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.

23. Settlement of disputes:

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

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

Settlement of Claims:

1. Any dispute arising out of this Agreement up to Rs.1,00,00,000/- has to be settled by way of negotiation and conciliation between the TTD (Concerned Authority) and the Contractor. If there is no cordial settlement between the parties, then the matter shall be referred to an In-house Arbitration for settlement of several small claims as mentioned below in order to save money and time of both parties:

(a): Claims up to the value of Rs.10,00,000/-

Superintending Engineer (of another circle working in TTD as decided by the Executive Officer, TTD)

(b): Claims from Rs.10,00,001/- up to Rs.1,00,00,000/-

Chief Engineer (other than the person working in TTD and any other person working in Government Department of AP) as decided by the Executive Officer, TTD.

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

2: Claims above Rs.1,00,00,000/-

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

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

24. JURISDICTION:

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

B. TIME FOR COMPLETION

25. Program:

- 25.1 The total period of completion is **36 MONTHS** from the date of entering with agreement to proceed including rainy season. Keeping in view , the schedule handing over of site given in condition 24.4 of (ii) work should be programmed such as to achieve the mile-stones as in “Rate of progress statement” enclosed, in clause 24.4
- 25.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. The following rate of progress and proportionate value of work done from time to time as will be indicated by the Executive Engineer’s Certificate for the value of work done and completion of mile-stones will be required. Date of commencement of their programme will be the date for concluding agreement.
- 25.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

25.4 Rate of progress:

- i) Work programme of achieving the milestones.

Sl.No.	Period after date of signing in the agreement..	% of work to be completed (Based on contract lump-sum amount)
1	At the end of 3 rd year	100%

- ii) Site Schedule of programme after signing in the agreement by the contractor.

- 25.5 The contractor shall commence the works on site within the period specified under condition 24.1 to 24.4 above after the receipt by him of a written order to this effect from the Executive Engineer / Superintending Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Executive Engineer / Superintending Engineer, or be wholly beyond the contractor’s control.
- 25.6 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 Executive Engineer / Superintending Engineer will, with the Executive Engineer’s written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Executive Engineer / Superintending Engineer, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Executive Engineer / Superintending Engineer to give possession in accordance with the terms of this clause, the Competent authority shall grant an extension of time for the completion of works.
- 25.7 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.
- 25.8 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-

25.9 Delays and extension of time:

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

In the event of the Executive Engineer failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Superintending Engineer of the Circle whose decision will be final and binding. The contractor shall lodge in writing with the Executive Engineer a

statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.

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

26. Supply Programme:

- 26.1 The Contractor shall furnish within 10 days of the order of the work a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Mile stone programme specified and shall obtain the approval of the Engineer-in-charge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Engineer-in-charge. No revised program shall be operative without approval of Engineer-in-charge.
- 26.2 The Superintending Engineer shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Superintending Engineer within 7 days of the Executive Engineer's direction to alter the order of progress of works.
- 26.3 The Contractor shall give written notice to the Engineer-in-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

27. Speed of Work:

- 27.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Engineer-in-Charge. The contractor should furnish progress report indicating the programme and progress once in a month. The Engineer-in-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Engineer-in-Charge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Engineer-in-Charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.
- 27.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:
If, at any time, the Engineer-in-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-in-Charge to take suitable action in accordance with Clause.60 of APSS.

28. Suspension of works by the Contractor:

- 28.1 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 Engineer-in-Charge shall take action in accordance with Clause 61 of APSS.
- 28.2 If the Contractor stops work for 28 days and the Stoppage has not been authorised by the Engineer-in-Charge the Contract will be terminated under Clause 61 of APSS.
- 28.3 If the Contractor has delayed the completion of works the Contract will be Terminated under Clause-61 of APSS.

29. Extension of the Intended Completion Date:

- 29.1 The Engineer-in-Charge shall extend or recommend for extension, in accordance with the Government orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

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

30. Delays Ordered by the Engineer-in-Charge:

30.1 The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Work.

31. Early Warning:

31.1 The contractor is to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

31.2 The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

32. Management Meetings:

32.1 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.

C. QUALITY CONTROL

33. Identifying Defects:

33.1 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.

34. Tests:

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

35. Correction of Defects:

35.1 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 defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

35.2 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.

36. Uncorrected Defects:

36.1 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.

36.2 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 authorised representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items and send to the quality control staff for final check and clearance / O.K. Any defects pointed out by the construction supervision staff or by the Quality Control staff shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.

36.3 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.

37. Quality Control:

In addition to the normal inspection by the regular staff in-charge of the Construction of work, the work will also be inspected by the Executive Engineer (Q.C) and Quality control staff and any other authorized external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Engineer-in-Charge of the execution of the work.

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

The Quality control test reports and inspection reports shall invariably be accompanied along with final bill for all capital works.

D. Cost Control

38. Bill of Quantities:

- 38.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.
- 38.2 The Contractor is paid for the quantity of the work done at the estimate rate in the Bill of Quantities for each item.

39. Changes in the Quantities:

- 39.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
- 39.2 The payment of rates for such supplemental items of work will be regulated as under;
- 39.3 Supplemental items directly deducible from similar items in the original agreement.
- 39.4 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials, labour between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted plus or minus over all tender percentage.
- 39.5 Similar items but the rates of which cannot be directly deduced from the original agreement.
- 39.6 Purely new items which do not correspond to any item in the agreement.
- 39.7 The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

40. Extra Items:

- 40.1 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 Executive Engineer as per the conditions of the Contract and the same are binding on the Contractor.
- 40.2 The contractor shall before the 15th day of each month, submit in writing to the Executive Engineer 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.

41. Entrustment of additional items:

- 41.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of **next higher authority** shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates or **quoted rates**.
- 41.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items accepted by the competent authority.
- 41.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Chief Engineer being the authority next higher to the Superintending Engineer, who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

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

42. Cash flow forecasts:

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

43. Payment Certificates:

- 43.1 The Contractor shall submit to the Engineer-in-charge monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

- 43.2 The value of work executed shall be determined by the Engineer-in-charge.
- 43.3 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 43.4 The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44. Payments:

- 44.1 Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any officer of the department not lower in rank than a Assistant Engineer and check measured by any officer not lower in rank than a Deputy Executive Engineer. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the 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 then the department decides to suspend the work and 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 Department 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.
- 44.2 The contractor can claim part bills monthly once or unpaid amount accumulates to 20% of agreement value, whichever earlier. Accordingly, preparation & payment of part bill will be made by one week from the date of receipt of claim from the contractor. In the case of final bill, payment will be made within three weeks from the date of receipt of claim from the contractor, subjected to fulfilling the agreement conditions.
- 44.3 Deposits will be refunded within two weeks from the date of receipt of request from the contractor, subject to fulfilling the agreement conditions.

45. 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 will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Engineer-in-Charge, and intermediate payment will be the sum equal to 92½ % of the value of work done as so certified and balance of 7½ % will be withheld and retained as security for the due fulfillment of the contractor under the certificate to be issued by the Engineer-in-Charge.

On completion of the entire works the contractor will receive the final payment of all the money due or payable to him under or by virtue of the contract except earnest money deposit paid and retained as security and a sum equal to 2½ percent of the total value of the work done. The amount withheld from the final bill will be retained under deposits and paid to the contractor together with the earnest money deposit paid as security after a period of 36 months as all defects shall have been made good according to the true intent and meaning thereof.

AMC period shall be taken as **36 months**, wherein all the defects shall be rectified by the contractor at his own cost.

- 45.1 *Defects of serious nature causing inconvenience such as not working of CCTV systems etc., shall be undertaken by the contractor immediately on receipt of the complaint but not exceeding **one day**, failing which the defects will be got removed at his risk and cost plus 25% as supervision and establishment charges.*
- 45.2 *All other defects notified to the contractor during the AMC shall be rectified to the entire satisfaction of Engineer-in-Charge or item replaced as soon as possible but not later than one month in any case. Failure to do so in a reasonable period the Engineer-in-Charge shall get it done at his cost plus 25% as supervision and establishment charges after final notice of 10 days. The decision of Engineer-in-Charge regarding a defect being of serious nature or otherwise shall be final and binding.*

45.3 **The major scope of the AMC will be as under. However, the AMC is not limited to these items and all the works as per BOQ shall be maintained during AMC.**

Sl.No	Description	Defect Liability During AMC period
(i)	AMC of CC TV systems	As per BOQ items

Note: The above list is illustrative and not exhaustive. The rectification will include all related work and all other works including internal and external services without any exclusion

- 45.4 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 bills under any other contracts with the T.T.Devasthanams / Government or at any time thereafter from the deposits available with the Government / T.T. Devasthanams.
- 45.5 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.
- 45.6 No claim shall be entertained, if the same is not represented in writing to the Engineer-in-Charge within 15 days of its occurrence.
- 45.7 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.

46. Intermediate Payments:

- 46.1 For intermediate Stage of work, only part rates as fixed by the Engineer-in-Charge will be paid.
- 46.2 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.
- 46.3 Full rate shall be paid when the work is completed to the full profile as noted in the drawings/ specifications.

47. Interest on Money due to the Contractor:

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

48. Certificate of Completion of works:

- 48.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer-in-Charge accompanied by an undertaking to carry out any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Engineer-in-Charge to issue a Certificate of completion in respect of the Works. The Engineer-in-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-in-Charge" opinion, required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Engineer-in-Charge of the Works so specified and making good of any defects so notified.
- 48.2 Similarly, the Contractor may request and the Engineer-in-Charge shall issue a Certificate of Completion in respect of:
 - a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
 - b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer-in-Charge and occupied or used by the Department.
- 48.3 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in-Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

49. Taxes included in the bid:

- 49.1 The **rate** quoted by the contractor shall be deemed to be **inclusive of all other taxes but exclusive of GST** on all materials that the contractor will have to purchase for performance of this contract.
- 49.2 Any central or state sales and other taxes on completed item of works of this contract (other than clause 99) as may be levied and paid by the contractor are to be borne by himself /herself.

50. Deleted

51. Retention:

- 51.1 The department shall retain from each payment due to the contractor @ the rate of 7.5% of bill amount until completion of the whole of the Works.
- 51.2 On completion of the entire works the contractor will receive the final payment of all the money due or payable to him under or by virtue of the contract except retention money of a sum equal to 2½ percent of the total value of the work done. The EMD of 2.5.% and withheld amount of 2.5% from the final bill will be retained under deposits. The retained deposits, will be released after expiry of 36 months from the date of completion of work .

52. Liquidated Damages:

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

53. Mobilisation Advance:

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

54. Securities:

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

55. Cost of Repairs:

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

E. FINISHING THE CONTRACT

56. Completion:

- 56.1 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.

57. Taking Over:

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

58. Final Account:

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

59. Termination:

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

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

- a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer-in-Charge.
- b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- c) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge; and
- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- g) For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TTD and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the TTD of the benefits of free and open competition.

59.3 Notwithstanding the above the Department may terminate the contract for convenience.

59.4 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.

60. Payment upon Termination:

60.1 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 less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

61. Property:

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

62. Release from Performance:

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

F. SPECIAL CONDITIONS

63 Water Supply:

63.1 It is the responsibility of the Contractor to make his own arrangements for water supply for the work and labour, at his own cost. The Department will not take any responsibility to arrange for water at work site. However In case the department supply is available at nearby point, the contractor will be permitted to draw water from this point subject to availability and the contractor has to make necessary arrangements for drawl of water by providing pipe line and installing a pump set form the source at his cost and the contractor has to pay the charges at 0.25% of the grass value of the works, which will be deducted from the running bills on pro-rata basis.

63.2 The water used for the construction shall be complied with, as per the relevant standards. The rates quoted by the contractor are deemed to be inclusive of all the above costs and operations and no compensation on this account will be allowed at later date.

64 Electrical Power:

64.1 The power for the construction equipment, lighting and other purposes shall be obtained directly from the APSPDCL, entering into a separate agreement with them, as per the conditions and the rates of supply obtained with the APSPDCL. The contractor will have to make his own arrangements to lay and maintain the necessary L.T. distribution lines and wiring for the works at his cost. The metering will be at a single point of initial L.T. supply. The department is not responsible for any sort of power failures and power breakdown etc., and no compensation of any kind will be paid by the department on account of failures or breakdowns in supply of power.

- a. The materials supplied shall confirm to make and specifications as mentioned in the Schedule.
- b. Installations generally shall be carried out in conformity with Indian standard code or practice for electrical wiring installations L.S. 732-1963 and 2274.
- c. The contractor should possess license issued by the Secretary, Licensing Board, Government of A.P.TRANSCO/ APSPDCL to execute such type of works and he should mention the license number at the time of the tendering.
- d. The list of specifications for all electrical materials is enclosed for execution.
- e. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work.
- f. In case, sufficient capacity of power is available with the TTD at near-by TTD lines, the contractor may be permitted to draw power from this point on payment basis. But the contractor has to lay all the lines/transformers/other appliances required from this point.
- g. The contractor will pay the bills of APSPDCL for the cost of power consumed by him.
- h. The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule -45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.
- i. The power shall be used for confide Departmental works only.
- j. The rate quoted by the contractor is deemed to be inclusive of all the above and no compensation on this account will be allowed at later date.
- k. The department is not responsible for any sort of power failures and power break down etc., and no compensation of any kind will be paid by the department on account of such failures and no extension of time will be granted under such reasons.

64.2 Electric Power for Domestic Supply:

- a) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-in-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-in-Charge.

65 Land:

65.1 Land for Contractor's use:

The contractor will be permitted to use T.T.Devasthanams land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and at least 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Engineer-in-Charge reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the T.T.Devasthanams / Government land given to him.

65.2 Surrender of Occupied Land:

- a) The T.T.Devasthanams land as here in before mentioned shall be surrendered to the Engineer-in-Charge within seven days, after issue of completion certificate. Also no land shall be held by

the contractor longer than the Engineer-in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Engineer-in-Charge, vacate and surrender the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.

- b) The contractor shall make good to the satisfaction of the Engineer-in-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Executive Engineer on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Executive Engineer. The land required for providing amenities will be given free of cost from TTD/ Government lands if available otherwise the contractor shall have to make his own arrangements.

- 65.3 Contractor not to dispose off Spoil etc.: -
Deleted

66 Roads:

In addition to existing public roads and roads Constructed by T.T.Devasthanams / Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Engineer-in-Charge. The contractor shall permit the use of these roads by the T.T.Devasthanams / Government free of charge.

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

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

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

67 Payment for Camp Construction:

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

68 Explosive And Fuel Storage Tanks:

Deleted

69. Labour:

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

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

- 69.3 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 respecting Contractor's Equipment as the Engineer-in-Charge may require.

69.4 Transportation of Labour:

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

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees

to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

69.5 As per Govt. memo No.721/Gr.(1)/81-35, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Executive Engineer concerned before commencement of work.

70. Safety Measures:

70.1 The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Executive Engineer or on his behalf from time to time and at all times.

70.2 Supply work men with proper belts, ropes etc., when working in precarious slopes etc.

70.3 Avoiding named electrical wire etc., as they would electrocute the works.

70.4 Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

71. Fair Wage Clause:

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

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

71.3 The contractor shall notwithstanding the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.

71.4 In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Executive Engineer.

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

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

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

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

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

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

72. Indemnity Bond:

Name of work: **Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years**

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

73. Compliance With Labour Regulations:

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

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

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

- 74.1 Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.
- 74.2 Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- 74.3 Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- 74.4 Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- 74.5 Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- 74.6 Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.
- 74.7 Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- 74.8 Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- 74.9 Payment of Bonus Act 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- 74.10 Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- 74.11 Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.
- 74.12 Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
- 74.13 Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes; Employment Child Labour is prohibited in Building and Construction Industry.
- 74.14 Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- 74.15 The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- 74.16 Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

75. Liabilities of the Contractor:

- 75.1 Accident Relief and workmen compensation:
The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Asst. Executive Engineer of the Department the act of such accident. The contractor shall indemnify Government against all loss or damage sustained by the Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Govt. as a consequence of Govt. failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act. In regard to such accident.
- 75.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Executive Engineer to retain such sum of money which may in the opinion of the Executive Engineer be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.
- 75.3 The contractor shall at all times indemnify the Govt. of A.P. against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules thereunder or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

76. Contractor's Staff, Representatives and Labour:

- 76.1 The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorize him to deal with all aspects of the day-to-day work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.
- 76.2 The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.
- 76.3 For the work costing more than 10.00 Lakhs, if the contractor does not employ the technical person agreed to on the work a fine of Rs. 25, 000/- will be imposed. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract.

76.4 For the work costing less than 10.00 Lakhs the Executive Engineer has to impose on suitable fine of Rs. 5,000/- for non-employment of technical person. If he does not employ for 30 days, thereafter it becomes a fundamental breach of contract-

77. Accommodation and food:

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

78. Relationship:

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

79. Protection of adjoining premises:

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

80. Work during night or on Sundays and holidays:

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

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

81. Layout of materials stacks:

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

82. Use of blasting materials:

Deleted.

83. Plant and Equipment:

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

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

83.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Executive Engineer at the time of supply of the machinery.

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

84. Steel forms:

Deleted

85. Inconvenience to public:

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

86. Conflict of interest:

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

87. Contract documents and materials to be treated as confidential:

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

88. General obligations of Contractor:

- 88.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.
- 88.2 The contractor shall promptly inform the Department and the Engineer-in-Charge of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.
- 88.3 If Contractor believes that a decision taken by the Engineer-in-Charge was either outside the authority given to the Engineer-in-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Engineer-in-Charge's decisions.
- 88.4 Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

89. Security measures:

- 89.1 Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
- 89.2 All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.
- 89.3 All vehicles used by the contractor shall be clearly marked with contractor's name.
- 89.4 The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.
- 89.5 Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect
- 89.6 Separate payment will not be made for provision of security services.

90. Fire fighting measures:

- 90.1 The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- 90.2 Separate payment will not be made for the provision of fire prevention measures.

91. Sanitation:

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

92. Training of personnel:

The contractor, shall, if and as directed by the Engineer-in-Charge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Engineer-in-Charge in consultation with the contractor.

93. Ecological balance:

- a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.
- i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothed and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-in-Charge.
 - ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.
 - iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.
 - (iv) In conduct of construction activities and operation of equipments the contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.
- b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor, Orders of the Engineer-in-Charge in this respect would be final and binding on the contractor.

94. Preservation of existing vegetation:

- a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-in-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorized for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.
- b). All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Engineer-in-Charge. No payment whatsoever shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Engineer-in-Charge. The recovery of this amount shall be made in full from the intermediate bill that follows.

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

95. 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 thereof 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.

96. 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 payment received upon the date of the issue of the certificate and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

97. 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.

98. 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.

99. 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.

100. Site Order Book:

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

101. Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the Executive Engineer 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.

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

Engineer-in-Charge's Decision:

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

102. Deleted

103. Income tax:

- 103.1 During the currency of the contract deduction of income tax at 2.00% + Surcharge as in force shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.20, 000/- for deduction of tax at rates lower than 2.00% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.

- 103.2 Income Tax clearance certificate should be furnished before the payment of final bill. Other wise final payment will be with held.
- 103.3 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.

NOTE: ANY STATUTORY TAXES AS APPLICABLE FROM TIME TO TIME SHALL BE BORNE BY THE CONTRACTOR.TTD WILL NOT BE LIABLE TO PAY / REIMBURSE ANY TAX ON ANY GROUNDS WHATSOEVER. FOR THESE RECOVERIES MADE REIMBURSEMENT WILL NOT BE MADE.

104. GST,

- 104.1 The contractor shall comply to the provisions of GST and related charging mechanism procedures of GST Act.
- 104.2 The Contractor has to mention the GST number of TTD in the tax invoice to be issued to TTD. After that the same has to be uploaded properly in the monthly / Quarterly returns to be filed by the Contractor If the said amount is not recorded in the GST 2A , TTD shall recover the amounts from the Contractor from time to time.
- 104.3 The rates quoted in BOQ (Schedule-A) should be exclusive of GST.
- 104.4 The overall tender amount quoted by the contractor is exclusive of Goods and Service tax (GST) but inclusive of other taxes on all materials that the contractor will have to purchase for performance of this contract.
- 104.5 The contractor must have an active /valid registration number with the GST authorities **within the State of Andhra Pradesh** and shall provide copy of registration to TTD and the applicable GST shall be paid by the contractor to the department concerned. If in case not already registered shall undertake by affidavit to cause registered before price bid finalization and letter of acceptance, for entering of contract agreement and for any such default not only forfeiture of EMD, but also be made liable for other civil and penal consequences.
- 104.6 The contractor will submit regular invoice/bill fulfilling all conditions of GST amended from time to time clearly indicating GST registration number, GST classification, rate and amount of GST and shall produce proof of deposit of GST in respect of preceding bills received from TTD to the TTD so as to claim the GST amount of the current bill from TTD. The contractor shall produce documental evidence that GST amount in respect of the preceding bill is remitted to the Government and reflected in GST portal.
- 104.7 Estimate is prepared based on SOR rates/ quotation rates for materials, labour charges, machinery hire charges etc., which are basis prices only (excluding GST). In case of open tenders where the bidders have to quote individual item rates by them, the Bidders / Tenderers shall quote rates excluding GST only, but including all other taxes.
- 104.8 The GST liability is as per the rates of tax applicable (if the contract is not exempted from GST concerned), as per of the G.O.Ms.No.58, Finance (WR.I), Dept., dt. 08-05-2018 and other relevant GOs/ Circulars/ Clarifications/ amendments etc., being issued from time to time by the Government of Andhra Pradesh/ GOI. The contractors are requested to ascertain themselves regarding the applicability of GST and the prevailing rates thereof, while tendering and more so while making the payment of GST to the department. In this regard, TTD will not undertake any responsibility whatsoever.
- 104.9 The service provider/ contractor is liable to pay GST which can be deducted at source under Sec.51-GST Act, 2017 on every respective bill payment made by client which includes all components as per Sec.15(2)-GST Act, 2017.
- 104.10 It is the responsibility of the contractor to pay the applicable GST in time and TTD will not be responsible in the regard. Any delay in payment of GST by the tenderer for whatsoever reasons, the responsibility lies on the tenderer and any penalties, interest levied in this regard shall be borne by the tenderer only and such penalties, interest will not be paid by TTD. Even, if the

tenderer pays any extra amount towards GST than the applicable GST, the payment from TTD will be limited to the applicable GST only. There shall not be any excess payments to the agency on account of GST and para (8) of G.O.Ms.No. 58 Finance (WR.I) Dept., dt. 08-05-2018 specifies that the tax liability under GST shall be taken into consideration at the time of invoicing and payment there on as per the terms and conditions of the agreement between the contractor and TTD. Department shall ensure that there shall not be any excess payments to the contractor.

- 104.11 The contractor shall pay the applicable GST and shall satisfy TTD w.r.t GST claims.
- 104.12 All the rules as per GST ACT2017 and its amendments and all Notifications / Government Orders (GOs) issued from time to time by the Govt. of India (GOI) and Govt. of Andhra Pradesh with regard to GST are applicable.
- 104.13 Revenue Department, Govt. of Andhra Pradesh, has issued a notification on tax deduction at source of section 51 of GST Act and the guidelines for deduction and deposits of TDS w.e.f 01-10-2018 vide GO MS No.482 Revenue (Commercial Taxes-II) Dept. date 24-09-2018. As per the present guidelines GST at 2% (CGST at 1% and SGST at 1%) for intrastate or 2% at IGST for interstate transactions will be deducted on the taxable amount payable and necessary TDS certificate will be issued. Any amendments in this regard issued from time to time will apply.
- 104.14 As per clause 60 of APSS, the contractor is bound to produce as required by the employer all invoices, receipts, bills, accounts, vouchers, licenses, permissions etc., compliance of labour Laws applicable if any, safety and standard certificates applicable if any and produce all the above and also any exemption from GST for GST/CGST/IGST availed by and or available to him for GST in so far as the works contract concerned with TAN & respective Registration particulars, seigniorage, NAC, Labour Cess etc., to even any component or any part of the contract works in so far as the works contract concerned.
- 104.15 The deposits (EMD/FSD) of the work will be released only when the contractor produces the documental evidence that GST in respect of final bill received is remitted to the Government and reflected in GST portal.
- 104.16 During course of contract, if the contractor claims any exemptions towards GST, the same must be intimated to the Employer and to the extent GST (Works Contract) will not be paid separately.
- 104.17 The TTD will pay GST (Works Contract) at the applicable rates from time to time and as per the provisions of the agreements. The bidders are advised to quote their most competitive rates duly considering the input tax credit due to payment of GST on materials, machinery, services etc., for due fulfilment of the contract.

Note: The above conditions are applicable, where tenders are invited to quote excluding GST. In the case of tender invited/ works awarded with inclusive of GST, the above conditions shall be suitably modified and adopted.

105. Supply of materials:

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

- 106.** The tenderer should work out his percentage without reference being made to the Public Works Department current schedule of rates or to the estimate rates.
- 107.** The TTD reserves the right to engage the services of the consultants during the course of the work, for Engineering or Architectural services and the contractor is bound to carryout such instructions as may be given by consultants from time to time.
- 108.** Preliminary specifications of APSS shall apply to all agreements entered by the contractor with an inseparable condition of the contract. The tenderer is expected to examine closely the relevant specifications of the APSS and the special specifications of ISS before submitting the unit tender rates.
- 109.** All the items of work including materials and workmanship should be executed as per relevant A.P.D.S.S. and I.S.I. code. If there are any variation between the above two specifications, the decision of the Executive Engineer is final and binding on the contract.
- 110.** Scaffolding and gangways will have to be arranged by the contractor at his own whenever they are considered desirable or necessary by the Engineer-in-Charge of the work to facilitate the work.
- 111.** PATENT RIGHT: In the event of any claim or demand being made or action being brought against the TTD for infringement of letter of patent, registration for infringement of design or trade mark in respect of any machines, plant, work materials or things or method of using or working of such machine, plant work materials or things belonging to the contractor shall indemnify the owner against all costs and expenses arising from or incurred by reason of any such claim provided that the owner shall notify the contractor immediately any claim is made and that the contractor shall be at liberty, if he so desires with the assistance of the owner if required but at the contractor's expenses, to conduct all negotiations for the settlement of same or any litigation that may arise there from and provided that no such machine, plant, works materials or things shall be used by the owner for any purpose or any manner other than that for which they have been supplied by the contractor and specified under his contract.
- 112.** The successful tenderer shall commit to supply of the ready-made goods or goods required to be fabricated within the stipulated period of the supply order. A penalty @ 1% shall be charged for a delay of every week or a part thereof, as per stipulated time schedule provided by the department. The supply order shall be cancelled and the EMD/ performance security forfeited in case the supply is delayed beyond the stipulated period.
- 113.** The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications as laid down in the BOQ in Tender Documents.
- 114.** The purchaser or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specification at cost to the purchaser. The inspections and test may be conducted on the premises of the supplier or its subcontractors, at point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 115.** Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the purchaser.
- 116.** The purchasers right to inspect, test and, where necessary reject the goods after the goods arrival at project site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.
- 117.** The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their formal destination as indicated in the contact. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 118.** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
- 119.** Where the supplier is required under the contract to transport the goods to a specified place of destination within India defined transport to such place of destination in India including insurance, as shall be specified in the supply order, shall be arranged by the supplier, and the related cost shall be included in the contract price.
- 120.** The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract;

- 121.** The supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 122.** This warranty shall remain valid for 36 months during AMC period after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 123.** Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from source to the final destination.
- 124.** If the supplier, having been notified, fails to remedy the defect(s) within the period (15 days), the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 125.** ASSISTANCE IN PROCUREMENT OF PROPERTIES, PERMITS, LICENCES OR OTHER FACILITIES ETC:
- 126.** The Engineer in charge of work on request by the contractor will if in his opinion the request is reasonable and is in the interest of the work and its progress assist the contractor in procurement of necessary licenses for obtaining necessary plant machinery or materials not available locally.
- 127.** The TTD will also assist the contractor in securing priorities for deliveries transport etc., where such are needed. The TTD will not however be responsible for the non-availability of any of the above facilities or delay in this behalf and for claims either in cost or time on account of such failures or delays and the contractor is not entitled for any claim against the owner.
- 128.** In case of contradiction between the clauses included in this specification and the clauses of PS to APSS, the former will prevail over the latter and is binding on the tenderer.

PROFORMA

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

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

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

THE CONDITIONS of this obligation are:-

- (1) If after Tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Tenderer having been notified of the acceptance of his bid by the Department during the period of validity.

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
- (b) fails or refuses to furnish the balance EMD and additional performance Security in accordance with the instructions of Tenderers.

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

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

DATE..... SIGNATURE OF THE BANK

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

(Signature, Name and Address)

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

** 6 months for the deadline date for submission of Tender. Date should be inserted by the Department before the Tender documents are issued.

PROFORMA

BANK GUARANTEE FOR TOTAL "E.M.D."

_____(name & address of Department)

WHEREAS _____

_____(name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated: _____ to execute the work of _____ [name of work];

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

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

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

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

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

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

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

PROFORMA

BANK GUARANTEE FOR ADDITIONAL FURTHER SECURITY

_____ (name and address of Department)

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

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

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

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

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

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

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

Signature & seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

FORM OF SOLVENCY CERTIFICATES BY MANDAL REVENUE OFFICER

ANNEXURE – I (A).

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

Date :

Place:

MANDAL REVENUE OFFICER
SEAL OF THE OFFICE

(OR)

ANNEXURE – I (B).

FORM OF SOLVENCY CERTIFICATE BY BANKS

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

For the _____ Bank

Date:

Place:Signature of Bank Manager

[Authorised to Sign]

-

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. *The quantities here given are those upon which the lump sum 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 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 **rate** quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & A. P. S. Specifications.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.

9. The quoted **rate** shall also include the work of any kind necessary for the due and satisfactory **supply**, 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 **rate** 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 equipment suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted **rate**.
10. The Contractor shall ensure that, the quoted **rate** 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 **rate**.

11. a) The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Government of Andhra Pradesh and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
- b) The tenderer shall examine, closely the A.P.S.S. / MORTH and also the standard preliminary specifications contained therein and sign the Superintending Engineer's office copy of the APSS and its addenda volume in token of such study before submitting his overall tender **rate** which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer. The APSS and other documents connected with contract such as estimate plans, specifications, can be seen on all working days in the office of the Superintending Engineer –II, TTD, Tirupati.
12. 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.
13. 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.
14. The contractor shall himself procure the required materials of approved quality and the materials required for the work shall be got approved by the Engineer-in-Charge in writing well before their use of the work.
15. The contractor shall himself procure the 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.
16. Inspection of site by the tenderer: Every tenderer is expected before quoting his **rate**, to inspect the site of proposed work. He should satisfy himself about the quality, and availability of materials. The best class of materials to be obtained and to be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Executive Engineer, in any case, shall be submitted for the Executive Engineer's approval before the supply to site of work is begun.
17. The tenderer's particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with
 - a) Test, inspection and rejection of defective materials and work.
 - b) Carriage
 - c) Construction plant
 - d) Water and lighting
 - e) Cleaning up during the progress and for delivery.
 - f) Accidents
 - g) Delays
 - h) Particulars of payments.

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

18. The period of contract is **36 months** and the quoted rate shall include the cost associated in rectification of defects during this period.

19. The estimate rates for items shown in the Schedule "A" include all required materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an rate 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.
20. If there is any contradiction between APSS and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
21. In case of a job for which specifications are not available with the Schedule or in APSS / MORTH or B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Engineer-in-charge.
22. Deleted.

28.a The contractor should quote his tender **rate** keeping in view of the above aspects.
23. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
24. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
25. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the A.P. standard specifications and other conditions of specification of this contract.
26. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected herewith. The **rate** quoted are for works in situ and complete in every respect.
27. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates or approved rates.
28. 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.
29. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
30. The payment of rates for supplement items of work will be regulated as under.
 - a) Supplemental items directly deductible from similar items in the original agreement.

The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are compared.
 - b) Similar items but the rates of which cannot be directly deducted from the original agreement.
 - c) Purely new items which do not correspond to any item in the agreement.
 - d) The rate of all such items shall be estimated rates or approved **rate**.
31. ENTRUSTMENT OF ADDITIONAL ITEMS.
 - a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.
 - b) Entrustment of supplement items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed in

GO Ms.No.1493 PWD, dated:25.10.1971 and as amended in Govt. Memo number 544 cod 72-22 dt:6.7.1973.

- c) Entrustment of either the additional supplemental items shall be further subject to the provisions under para 176(b) of APWD Code Viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

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

NIT No. 355/SE-II/TTD/2023-24

BILL OF QUANTITIES
PART-II (Reimbursable provisions)

Name of work : Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years

1) GST : As specified in clause 99

#ApprovedByName#
#ApprovedByDesignation#

SCHEDULE

NIT.No :		355/SE-II/TTD/2023-24		Schedule down load start date		:24.01.2024 5.00 pm		
				Down load end date		:08.02.2024 1.00 pm		
Name of work:		Comprehensive Annual maintenance of Phase-I CCTV system at Central Command Control Room, Tirumala for a period of 3 years		Last date for bid submission		:08.02.2024 3.00 pm		
				EMD at the time of Tender		: ₹1,00,000/-		
				EMD at the time of Agreement		: 2.5% of ECV / TCV whichever is higher – EMD already paid		
				Time for completion Form of Agreement		: Three (3) years : LS		
S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
1		Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good working condition.	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, management system, switches, cables etc., including required spare parts to maintain the system in good	Comprehensive Annual maintenance charges of CCTV system under Phase-I comprising cameras, server, ma	NA	0.00	NA	0.00
		Cameras : a) Fixed IR IP outdoor box - 175 Nos. Make : Bosch Model : NBE-4502-AL b) Fixed IR IP outdoor box 4K – 18 Nos. Make : Bosch Model : DINION Ultra-8000 MP c) PTZ IP Cameras -87 Nos. Make : Bosch Model : NDP-5502-Z30L-IP5000i	Cameras : a) Fixed IR IP outdoor box - 175 Nos. Make : Bosch Model : NBE-4502-AL b) Fixed IR IP outdoor box 4K – 18 Nos. Make : Bosch Model : DINION Ultra-8000 MP c) PTZ IP Cameras -87 Nos.	Cameras : a) Fixed IR IP outdoor box - 175 Nos. Make : Bosch Model : NBE-4502-AL b) Fixed IR	NA	0.00	NA	0.00

File No.TTD-66027(31)/25/2023-R AND B TML - TTD

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
		Control Panel Outdoor Make: IVIS (Model N/A) – 80 Nos. a) 4 Port or higher switches – 105 Nos. Make: Cisco Model: SG-300-10MPP b) 2 x1 GSM Fiber Trans receiver Module – 70 Nos. Make: DIGISOL (Model N/A) c) Power Management (UPS) – 80 Nos. Make: APC (Model N/A)	Control Panel Outdoor Make: IVIS (Model N/A) – 80 Nos. a) 4 Port or higher switches – 105 Nos. Make: Cisco Model: SG-300-10MPP b) 2 x1 GSM Fiber Trans receiver Module – 70 Nos. Make: DIGISOL (Control Panel Outdoor Make: IVIS (Model N/A) – 80 Nos. a) 4 Port or higher switches – 105 Nos. M	NA	0.00	NA	0.00
		d) NVR – 35 Nos. Make : Panasonic (Model N/A) e) Hard disk – 35 Nos. Make: Seagate f) Two Way Audio – 35 Nos. Make: IVIS g) Siren/Strobe – 35 Nos. Make: IVIS	d) NVR – 35 Nos. Make : Panasonic (Model N/A) e) Hard disk – 35 Nos. Make: Seagate f) Two Way Audio – 35 Nos. Make: IVIS g) Siren/Strobe – 35 Nos. Make: IVIS	d) NVR – 35 Nos. Make : Panasonic (Model N/A) e) Hard disk – 35 Nos. Make: Seagate f) Two Way Aud	NA	0.00	NA	0.00
		Server a) Server (Windows) – 6 Nos. Make :HP- Model:Proliant-DL-380-Gen9 b) Server (Linux) – 1 No. Make : HP- Model: Proliant-DL-380-Gen10 c) Analytics server all other analytics (Windows) – 1 No. Make : IVIS (Model N/A)	Server a) Server (Windows) – 6 Nos. Make :HP- Model:Proliant-DL-380-Gen9 b) Server (Linux) – 1 No. Make : HP- Model: Proliant-DL-380-Gen10 c) Analytics server all other analytics (Windows) – 1 No. Ma	Server a) Server (Windows) – 6 Nos. Make :HP- Model:Proliant-DL-380-Gen9 b) Server (Linux) – 1 No.	NA	0.00	NA	0.00
		Storage device - 1 No. Make: Hitachi Model:VSP-G-400	Storage device - 1 No. Make: Hitachi Model:VSP-G-400	Storage device - 1 No. Make: Hitachi Model:VSP-G-400	NA	0	NA	0

File No.TTD-66027(31)/25/2023-R AND B TML - TTD

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
		CMS Infrastructure a) Systems Make: IVIS (Model N/A) – 15 Nos. b) Sub-controls L2 Switches – 6 Nos. Make: Digisol Model:DG-GS4928SE c) Sub-controls POE Switches- 5 Nos. Make: SG-300 Model :MPP Series d) L3 Switches – 1 No. Make: Cisco Make: Cat-3650-24-1*4G	CMS Infrastructure a) Systems Make: IVIS (Model N/A) – 15 Nos. b) Sub-controls L2 Switches – 6 Nos. Make: Digisol Model:DG-GS4928SE c) Sub-controls POE Switches- 5 Nos. Make: SG-300 Model :M	CMS Infrastructure a) Systems Make: IVIS (Model N/A) – 15 Nos. b) Sub-controls L2 Switches – 6	NA	0	NA	0
		Access Control to CC for registered users / operations - 1 No. Make & Model (N/A)	Access Control to CC for registered users / operations - 1 No. Make & Model (N/A)	Access Control to CC for registered users / operations - 1 No. Make & Model (N/A)	NA	0	NA	0
		a) Digisol L-3 switches - 2 Nos. Make: DG Model: GS-4928SE b) Sub-control L-2 switches – 12 Nos. Make : Digisol Model : DG-GS4928SE c) Digisol 1000 base LX SFP Trans receiver – 394 Nos. Make: DIGISOL (Model N/A) d) Direct attached SFP + COPPER cable (1Mtrs) – 8 Nos. Make & Model (N/A)	a) Digisol L-3 switches - 2 Nos. Make: DG Model: GS-4928SE b) Sub-control L-2 switches – 12 Nos. Make : Digisol Model : DG-GS4928SE c) Digisol 1000 base LX SFP Trans receiver – 394 Nos. Make:	a) Digisol L-3 switches - 2 Nos. Make: DG Model: GS-4928SE b) Sub-control L-2 switches – 12 No	NA	0	NA	0
a)	1 year	Comprehensive Maintenance Charges for CCTV system under Phase for first year	Comprehensive Maintenance Charges for CCTV system under Phase for first year	Comprehensive Maintenance Charges for CCTV system under Phase for first year	NA		per year	
b)	1 year	Comprehensive Maintenance Charges for CCTV system under Phase for second year	Comprehensive Maintenance Charges for CCTV system under Phase for second year	Comprehensive Maintenance Charges for CCTV system under Phase for second year	NA		per year	
c)	1 year	Comprehensive Maintenance Charges for CCTV system under Phase for third year	Comprehensive Maintenance Charges for CCTV system under Phase for third year	Comprehensive Maintenance Charges for CCTV system under Phase for third year	NA		per year	
	0	Scope of work	Scope of work	Scope of work	NA	0	NA	0

File No.TTD-66027(31)/25/2023-R AND B TML - TTD

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
	0	a) Inspect the plant and carry out preventive maintenance as per standard practice twelve times a year (Once in a month)	a) Inspect the plant and carry out preventive maintenance as per standard practice twelve times a year (Once in a month)	a) Inspect the plant and carry out preventive maintenance as per standard practice twelve times a ye	NA	0	NA	0
		b) Attend to complaints / Breakdown calls whenever received.	b) Attend to complaints / Breakdown calls whenever received.	b) Attend to complaints / Breakdown calls whenever received.	NA	0	NA	0
		c)) All the defects should be rectified within 6 hours from the hour of defective condition other a fine of ₹5,000/- will be imposed every day.	c)) All the defects should be rectified within 6 hours from the hour of defective condition other a fine of ₹5,000/- will be imposed every day.	c)) All the defects should be rectified within 6 hours from the hour of defective condition othe	NA	0	NA	0
		d) payment will be made quarterly after service on pro rate basis service reports shall be communicated to the D.E(Elec), Tirumala and Dy.EE(Elec)-East, Tirumala soon after each service.	d) payment will be made quarterly after service on pro rate basis service reports shall be communicated to the D.E(Elec), Tirumala and Dy.EE(Elec)-East, Tirumala soon after each service.	d) payment will be made quarterly after service on pro rate basis service reports shall be communica	NA	0	NA	0
		e) Replacement of spares up to value of ₹50,000/- during repairs & service shall be brone by the contractor	e) Replacement of spares up to value of ₹50,000/- during repairs & service shall be brone by the contractor	e) Replacement of spares up to value of ₹50,000/- during repairs & service shall be brone by the co	NA	0	NA	0
2	1 job	Soft ware : One time license upgradation -300 Nos, (300 VMS License updation with perpetual warranty)	Soft ware : One time license upgradation -300 Nos, (300 VMS License updation with perpetual warranty)	Soft ware : One time license upgradation -300 Nos, (300 VMS License updation with perpetual warrant	NA		1 job	
		a) Milestone Software for 300 Cametas – 1No. Make : Milestone 2018-R2 Version	a) Milestone Software for 300 Cametas – 1No. Make : Milestone 2018-R2 Version	a) Milestone Software for 300 Cametas – 1No. Make : Milestone 2018-R2 Version	NA	0	NA	0

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
		b) Virtual Tripwire, smoke & Fire detection, crowd congestion, People count, Leftover object, Zone intrusion etc., - 16 Nos. Make: IVIS (Model N/A) c) Perpetual warranty on software d) The software should be compatible to the Phase-I, Phase-II & Phase-III systems	b) Virtual Tripwire, smoke & Fire detection, crowd congestion, People count, Leftover object, Zone intrusion etc., - 16 Nos. Make: IVIS (Model N/A) c) Perpetual warranty on software d) The softwa	b) Virtual Tripwire, smoke & Fire detection, crowd congestion, People count, Leftover object, Zone i	NA	0	NA	0
3		Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software et	NA	0	NA	0
a)	1 year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala for 1st year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala for 1st year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software et	NA		1 year	
b)	1 year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala for 2nd year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala for 2nd year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software et	NA		1 year	
c)	1 year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala for 3rd year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software etc., round the clock 24 /7 (365 days) under Phase-I at Tirumala for 3rd year	Manpower for monitoring working of CCTV system equipped with Cameras, switches, server, software et	NA		1 year	
		Scope of work : (a) Shift duty persons should be available round the clock	Scope of work : (a) Shift duty persons should be available round the clock	Scope of work : (a) Shift duty persons should be available round the clock	NA	0	NA	0

File No.TTD-66027(31)/25/2023-R AND B TML - TTD

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
		(b) Shift duty persons should maintain log register as per the instructions of the concerned section Engineer	(b) Shift duty persons should maintain log register as per the instructions of the concerned section Engineer	(b) Shift duty persons should maintain log register as per the instructions of the concerned sectio	NA	0	NA	0
		(c) the operator must be B.Tech (ECE) / Diploma (ECE) having experinece in operation & maintenance of CCTV + networking monitoring	(c) the operator must be B.Tech (ECE) / Diploma (ECE) having experinece in operation & maintenance of CCTV + networking monitoring	(c) the operator must be B.Tech (ECE) / Diploma (ECE) having experinece in operation & maintenance	NA	0	NA	0
		(d) The contractor must provide uniform & required tools to the operator.	(d) The contractor must provide uniform & required tools to the operator.	(d) The contractor must provide uniform & required tools to the operator.	NA	0	NA	0
		(e) Only persons belong to Hindu Religion shall only be engaged.	(e) Only persons belong to Hindu Religion shall only be engaged.	(e) Only persons belong to Hindu Religion shall only be engaged.	NA	0	NA	0
		(f) TTD will not provide any accommodation for their workers during maintenance period and they will not be permitted to stay at site / premises after completion of shift duties. It is the responsibility of the contractor/firm to make alternate arrangements for transport and accommodation to their workers / staff away from the premises.	(f) TTD will not provide any accommodation for their workers during maintenance period and they will not be permitted to stay at site / premises after completion of shift duties. It is the responsib	(f) TTD will not provide any accommodation for their workers during maintenance period and they will	NA	0	NA	0
		(g) The contractor shall ensure to pay minimum wages as fixed by the AP state government time to time with applicable EPF, ESI etc	(g) The contractor shall ensure to pay minimum wages as fixed by the AP state government time to time with applicable EPF, ESI etc	(g) The contractor shall ensure to pay minimum wages as fixed by the AP state government time to tim	NA	0	NA	0
		(h) Deduction of all statutory and necessary tax from each bill will be made as per Government orders prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the contractor	(h) Deduction of all statutory and necessary tax from each bill will be made as per Government orders prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand b	(h) Deduction of all statutory and necessary tax from each bill will be made as per Government order	NA	0	NA	0

File No.TTD-66027(31)/25/2023-R AND B TML - TTD

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
		(i) The payment shall be made to the contractor on monthly basis through RTGS directly to the contractor who in turn make payments to workers through their Bank accounts	(i) The payment shall be made to the contractor on monthly basis through RTGS directly to the contractor who in turn make payments to workers through their Bank accounts	(i) The payment shall be made to the contractor on monthly basis through RTGS directly to the contra	NA	0	NA	0
		(j) The price quoted shall be excluding of GST.	(j) The price quoted shall be excluding of GST.	(j) The price quoted shall be excluding of GST.	NA	0	NA	0
		(k) TTD shall be authorized to deduct any taxes as applicable from the bidder	(k) TTD shall be authorized to deduct any taxes as applicable from the bidder	(k) TTD shall be authorized to deduct any taxes as applicable from the bidder	NA	0	NA	0
		Monthly: The following documents should be furnished by the contractor for arranging monthly payment	Monthly: The following documents should be furnished by the contractor for arranging monthly payment	Monthly: The following documents should be furnished by the contractor for arranging monthly payment	NA	0	NA	0
		(l) Documentary evidence that payment is made to personnel through their bank accounts.	(l) Documentary evidence that payment is made to personnel through their bank accounts.	(l) Documentary evidence that payment is made to personnel through their bank accounts.	NA	0	NA	0
		(m) ESI payment challans of the preceding month where TTD has reimbursed the employer contribution of ESI.	(m) ESI payment challans of the preceding month where TTD has reimbursed the employer contribution of ESI.	(m) ESI payment challans of the preceding month where TTD has reimbursed the employer contribution o	NA	0	NA	0
		(n) EPF payment challans of the preceding month where TTD has reimbursed the employer contribution.	(n) EPF payment challans of the preceding month where TTD has reimbursed the employer contribution.	(n) EPF payment challans of the preceding month where TTD has reimbursed the employer contribution.	NA	0	NA	0
		(o) GST payment challans/invoice of the month / Quarterly as the case may be since the rate quoted should be inclusive of all taxes applicable.	(o) GST payment challans/invoice of the month / Quarterly as the case may be since the rate quoted should be inclusive of all taxes applicable.	(o) GST payment challans/invoice of the month / Quarterly as the case may be since the rate quoted s	NA	0	NA	0
	0	Note :	Note :	Note :	NA	0	NA	0
	0	(1) The rates quoted shall be inclusive of all other taxes and exclusive of GST.	(1) The rates quoted shall be inclusive of all other taxes and exclusive of GST.	(1) The rates quoted shall be inclusive of all other taxes and exclusive of GST.	NA	0	NA	0

File No.TTD-66027(31)/25/2023-R AND B TML - TTD

S.No	Qty. (Only Figures)	Description	work type (UPTO 200 characters)	Item Short Description (upto 100 Characters)	APSS/ Morth Cl. Number (upto	Rate in ₹	Unit	Amount in ₹
	0	(2) The GST will be reimbursed/paid as per actuals on production of proof subject to the applicable GST conditions in the tender document	(2) The GST will be reimbursed/paid as per actuals on production of proof subject to the applicable GST conditions in the tender document	(2) The GST will be reimbursed/paid as per actuals on production of proof subject to the applicable	NA	0	NA	0
	0	(3) Statutory deductions will be made as per norms, if applicable any modalities imposed on GST by the Government from time to time, the same will be implemented subject to the applicable GST conditions in the tender document	(3) Statutory deductions will be made as per norms, if applicable any modalities imposed on GST by the Government from time to time, the same will be implemented subject to the applicable GST condit		NA	0	NA	0
		Total						