

GREATER VISAKHAPATNAM SMART CITY CORPORATION LIMITED

Tender Notice No.GVSCCL/PROJECTS/21(SSL)/2017-18, dated 16/09/2017

Tender Document

For

Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

TECHNICAL BID

VOLUME – I

September 2017

Office of the
Managing Director & CEO, GVSCCL
Room No 306, 1st Floor, GVSCCL Asilmetta, Thenneti Bhavan, Viskahapatnam
Telephone No: 9901472092, 0891-2754565,
visakhapatnamsmartcity@gmail.com

SECTION-I
NOTICE INVITING TENDERS (NIT)
GREATER VISAKHAPATNAM SMART CITY CORPORATION LIMITED
VISAKHAPATNAM

Tender Notice No.GVSCCL/PROJECTS/21(SSL)/2017-18, dated 16/09/2017

Tender Type: Open

Name of work: Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

NIT DETAILS

1.	Department Name	Greater Visakhapatnam Smart City Corporation Limited
2.	Circle / Division Name	MD & CEO, GVSCCL
3.	Tender Number	<u>GVSCCL/PROJECTS/21(SSL)/2017-18, dated 16/09/2017</u>
4.	Tender Subject	Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.
5.	Estimated Contract Value (INR)	Rs. 8,14,59,520.00
6.	Period of Completion	5 months
7.	Form of Contract	LUMPSUM
8.	Tender Type	Open
9.	Tender Category	Works – Electrical
10	EMD	Rs. 8,14,600/- along with tender

11.	EMD / Bid Security Payable to	Unconditional & irrevocable Bank Guarantee in the standard format in favour of The Managing Director, Greater Visakhapatnam Smart City Corporation Limited payable at Visakhapatnam to be obtained from any Government owned Public Sector Bank or any scheduled commercial bank and 1 % of the estimate contract value of work along with bid documents.
12.	Transaction fee	Rs. 11,800/- [Transaction fee of Rs.10,000 + Goods & Service Tax @ 18.00% on transaction fee
13.	Transaction fee payable to	Vupadhi Techno Services Pvt. Ltd payable at Hyderabad through electronic payment gateway service on e-procurement platform.
Tender Dates:		
14.	Bid document downloading start date	Dt: 16-09-2017, 05:00P.M.
15.	Bid document downloading end date	Dt: 05-10-2017, 3:00 P.M.
16.	Pre Bid meeting	N.A.
17.	Last date & time for submission of Bids	Dt: 05-10-2017, 5:00 P.M.
18.	Bid validity period	120 Days
19.	Pre-Qualification / Technical bid opening date (Qualification and Eligibility stage)	Dt: 05-10-2017, 5:30 P.M.
20.	Price Bid Opening Date	Dt: 10-10-2017, 11.00 A.M.
Other Details:		
21.	Officer inviting Bids	MD & CEO, GVSCCL
22.	Bid opening authority	MD & CEO, GVSCCL
23.	Address& Contact Details	Managing Director & CEO, GVSCCL Room No 306, 1st Floor, GVSCCL Asilmetta, Thenneti Bhavan, Visakhapatnam Telephone No: 7729995934, 0891-2754565, email - visakhapatnamsmartcity@gmail.com

24.	Eligibility Criterion:	
<p>The eligibility criteria for the above Tender are as follows:</p> <p><u>GENERAL:</u></p> <ol style="list-style-type: none"> 1. Contracting firms having registration with Government of Andhra Pradesh in appropriate eligible class as per the G.O's specified in Electrical <ol style="list-style-type: none"> (i) G.O.Ms.No.94,I&CAD(PW-COD)Dept.,dt:1.7.2003. (ii) G.O.MS.No.130 I&CAD(Irrigation)Dept., dt:22-05-07 And "A" or "B" Grade Electrical license iii) GO Ms No.178, I&CAD(PW-Cod)Dept, Dt:27.09.1997. iv) GO Ms No.22, T.R&B (BIII) Dept, Dt:06.02.1998 v) GO Ms No.8, T.R&B (R1) Dept, Dt:08.01.2003 vi) GO Ms No.242, T.R&B, Dt:25.04.2016. vii) GO Ms No.372, Dt:28.09.2012 of MA&UD (K1) Department. viii) The corresponding valid registrations of other states will also be considered. 2. The bidders need to register on the electronic procurement market place of Government of A.P. that is www.apecurement .gov.in. On registration on the "e" procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online. 3. The bids are limited to those individuals, firms, companies and joint ventures who meet the following qualification and the eligibility requirements and here in after referred to as bidder. In case of Joint Venture: <ol style="list-style-type: none"> i) One of the JV partner should have a valid registration with the government of Andhra Pradesh and the total members of the Joint venture should not be more than two. ii) The Joint venture partners should have a legally valid agreement for joint and individual responsibilities. 4. OEM or their accredited/authorized stockiest, dealers are eligible to quote, for which scanned copies as proof of OEM or authorization certificate / letter specifically, for the instant tender case, as the case may be, submitted by the tenderer. 5. Scanned copies of ISO: 9001 certificate & ISO: 14001 certificate/ Factory License are to be submitted by every firm. In case the tenderer is an accredited/authorized dealer, the tenderer shall submit ISO certificates of their OEM. 6. Tenderer (OEM or accredited/authorized partners) shall submit scanned copy of GST registration number as a proof. 7. Scanned copies of CE certificate in respect of the offered product with light pole having EN-40-6 certification. 		

8. Scanned copy of Bank Guarantee of earnest money deposit in prescribed format.
9. The Tenderer should submit, scanned copy of Undertaking.
10. The bidder should have local working office in visakhapatnam
11. The bidder should submit the authorization letter from OEM company for participating in the tender

Pre-qualification criteria:

Tenderer should be the OEM or their accredited / authorized partner of Solar LED Street Light / System for the last 5 years, scanned copies of which should be submitted through e-tendering system. If the tenderer is accredited/authorized partner, the OEM who accredited/authorized the Tenderer for participation should be OEM for the last at least three years. The tenderer has to obtain a certificate of participation from the OEM for participating in the particular tender. No bid will be accepted if the tenderer fails to submit this certificate of participation. Bidder can submit authorization of only one OEM & in case authorization of more than one OEM is submitted then the bidder would be out rightly rejected.

The tenderer should have successfully executed three supply orders of Solar LED Street Light / System each of value not less than 40% of the estimated cost put to tender *OR* two similar supply orders of Solar LED Street Light / System each of value not less than 60% of the estimated cost put to tender *OR* one similar supply order of Solar LED Street Light / System along of value not less than 80% of the estimated cost put to tender during the last three years and should enclose documents in support of their claim, scanned copies of which should be submitted through e-tendering system. In case the tenderer is an accredited/authorized partner, the tenderer shall submit back up support certificate of its OEM to which the partner has been accredited / authorized for the instant tender and the capability of executing supply orders may also be of the OEM to which the partner has been accredited /authorized for the instant tender.

The Bidder should submit sample of solar panel integrated pole and LED light fixtures prior opening date and time of the financial bid or else the bid shall be rejected and not considered

The bidder should upload Photometry Test (LM 79 Report) and LM80 compliance certificate to be adhered by the LED manufacturer. LED data sheet should comprise of lumen output, junction temperature, pad temperature, thermal resistance, and

LED drive current.

Luminaire should be tested as per BIS 10322 standards and following Test Reports should be submitted: Heat Resistance Test, Thermal Test, Ingress Protection Test, Drop Test, Vibration Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test, Photometry Test (LM 79 Report), Electronics Test.

Bidder should upload Relevant LED Luminaire data sheets and Type test certificates indicating compliance to the technical specifications.

Bidder should upload Lighting design report indicating the Average illuminance (lux), uniformity, maximum and minimum values. Polar curve of the light fitting indicating the light distribution capability of luminaire as per the conditions.

Performance Warranty: The Manufacturer will also provide 5 years performance warranty for LED's and 5 years warranty for the electronic driver against any manufacturing defects (Under standard operating conditions). The same shall be included in the technical bid and any deviation to the same can be suitable cause for rejection of bid.

OEM should have in house lighting laboratory to carry out all testing required as per Indian Standards with a valid NABL certificate

OEM should be > 200 crs. T/O with a net worth of > 80 crs. & should be operating in India for past 10 years with a valid ISO 9001 certificate.

OEM should have their own Services & Systems support team to advise on the installation & manage services/spares too in long run.

4. a) The bidder should enclose experience certificates in support of technical criteria issued by the Engineer – In - charge of the State / Central Government departments / Undertakings not below the rank of Executive Engineer or Equivalent officer and counter signed by the Superintending Engineer.

The experience certificates furnished should clearly indicate the date of commencement of work, period of completion as per agreement and actual date of completion and quantities executed financial year-wise and payments made financial year-wise.

5. Financial Requirement:

a. The prime contractor or JV group should have executed similar type of works(street lights/ solar street lights/lighting systems/solar based lighting systems) costing not less than **Rs. 9,77,51,424/-** in any one financial year during the last ten financial years updated by giving 10% simple weightage per year to bring them to **2016-17** price level. In case of Joint venture similar works of the partners combined together will be considered.

The bidder or the OEM partner should produce liquid asset / credit facilities / Nett Worth / Solvency certificates from any Indian Nationalized / Scheduled Banks of

	<p>value not less than Rs.1000 lakhs.</p> <p>iii) In case of Joint venture the eligibility criteria will be considered on the basis of combined resources of the partners.</p> <p>iv) Detailed eligibility criteria are stipulated in the bid documents. The bids which do not fulfill the eligibility criteria will not be considered.</p> <p>c. Assessed available Bid capacity as per formula (2AN-B) should be greater than estimated contract value of Rs. 8,14,59,520/- assessed by the Department.</p> <p>A= Maximum Value of the similar nature of works executed in any one year during the last ten years (updated 2016-17 price level) taking into account the completed as well as works in progress.</p> <p>N= Number of years prescribed for completion of the works for which tenders are invited.</p> <p>B = Value of existing commitments and ongoing works (and the estimated value of work(s) which is likely to be awarded even though the letter of acceptance has not been approved by GVSCCL) to be completed during the period of completion of works for which tenders are invited.</p>
25.	List of documents to be enclosed along with the offer (Technical Bid):
	a) As explained in Eligibility criteria
26.	Bid Submission
	<p>a. Intending Bidders can contact office of the The Managing Director, Smart City, Visakhapatnam for any clarification, information on any working day during working hours.</p> <p>b. The Bidder would be required to register on the e-procurement market place www.apecurement.gov.in and submit their bids online. The department will not accept any bid submitted in the paper form. Bidders are requested to submit the bids in two stages:</p> <p>Stage-I: Eligibility and Technical bid stage.</p> <p>Stage-II Financial bid stage.</p> <p>c. The first stage will cover the qualifications, eligibility details and the technical bid. The Bidder shall upload documents in support of the above. The bidder shall submit price bid online under second stage which may include proposals for financing to cover part of the scope of the work as per bid documents before the bid submission</p>

	<p>closing date.</p> <p>d. The detailed procedure for bid submission is described in the bid documents.</p> <p>e. Bidders shall submit a declaration without any reservation whatsoever that the submitted eligibility and qualification details, Techno-Commercial bid and financial bid are without any deviations and are strictly in conformity with the documents issued by the Employer.</p> <p>f. Declaration should be given by the bidder for the correctness of the credentials submitted by him.</p> <p>g. The Bidders shall sign on the documents (such as EMD, transaction fee payable at Vupadhi Techno Services Pvt. Ltd etc.) uploaded by him, owing responsibility for their correctness/authenticity.</p> <p>1. For registration and online bid submission bidders may contact HELPDESK of M/s. Vupadhi Techno Services Pvt. Ltd on https://tender.apecurement.gov.in</p> <p>2. The employer reserves the right to relax the conditions if required for eligibility of the bidders in the public interest. The bidder(s) shall not have any right to question the decision taken by the Employer in this regard.</p> <p>3. The bidders shall submit a written power of attorney authorizing the signatory of the bid to commit on behalf of the bidder.</p>
27.	General Terms & Conditions :
	1. The details and certificates are to be furnished as per the pro-forma available in the tender schedules.
	2. The bidder should have the key and critical equipment (either owned or leased as mentioned in the tender document).
	3. The bidder is subjected to be disqualified and liable for black listing and forfeiture of EMD, if he is found to have misled or furnished false information in the forms statements / certificates submitted in proof of qualification requirements.
	4. Even while 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 and liable for forfeiture of EMD and all the amounts due to him.
	5. Bidders shall submit a declaration without any reservation what so ever that the submitted eligibility and qualification details, technical and financial bid are without any deviations and are strictly in conformity with the documents issued

	by the employer.
	6. Declaration should be given for the credentials submitted by the bidder.
	7. The employer reserves the right to relax the conditions if required for eligibility of the bidders in the public interest. The Bidder(s) shall not have any right to question the decision taken by the employer in this regard.
	8. The bidder(s) shall submit a written power of attorney authorizing the signatory of the bid to commit for the bidder.
28	Special Conditions:
	1) Tenders are permitted with an excess upto maximum of 5% over the estimated contract value. Bid validity is 120 days.
	2) In respect of tenders beyond 25% less than estimated contract value arrived by the department, a Bank Guarantee for the difference between the tendered amount and 75% of estimated contract value should be furnished at the time of agreement as additional security deposit.
	3) Transaction Fees: The transaction fee of Rs.10,000/- + 18.00% Service Tax has to be paid through electronic gate way payment system to M/s Vupadhi Techno Services Pvt. Ltd by participating bidder at the time of bid submission.
	4) e-procurement corpus fund: An e-procurement corpus fund of Rs.10,000/- administered by APTS has to be paid by the successful bidder in the shape of Demand Draft in favor of Managing Director, A.P. Technological Services at the time of concluding the Agreement.
	5) The e-procurement application is PK1 enabled and supports the digital certificates issued by APTS, for signing the bids at the time of submission by contractor. The contractor has to procure digital certificates issued by APTS Ltd., Hyderabad as per the procedure. Digitally signed bids are to be submitted electronically through e-procurement, without which the tender will not be considered for opening the Price Bid.
	6) The bidders intend to know the procedure of bid submission on e-procurement platform, suitable training will be given by M/s Vupadhi Techno Services Pvt. Ltd Hyderabad.
	7) GVSCCL reserves the right to cancel / alter the bid conditions at any time.
	8) The bidder should submit a copy of valid GST registration certificate issued by the GST registration authority.
	9) In case of discrepancy between the price quoted online and in supporting documents uploaded, and the price quoted in the template provided online only would be considered for evaluation.

	<p><u>Conformance Standards:</u> 10. a): The bidders shall provide the following information and certifications regarding the safety and durability of luminaries and proposed for use in the street lighting including compliance with relevant standards.</p> <p>i. Average lighting level should be maintained at 23 Lux , minimum lux should be at least 10 lux in between two poles, with Uniformity minimum lux/average lux should be > 0.4 & minimum lux/maximum lux should be > 0.33</p> <p>ii. <u>Mounting height:</u> 6 meters for 45W and 4 meters for 25w above ground level</p> <p><u>Overhang:</u> zero <u>Tilt :</u> below 10 degree as per site condition. <u>Pole Spacing:</u> 23 meters</p> <p><u>Road Width:</u> 7.30 Meters main Carriageway on each side of median of 1.0 mts. Width.</p> <p>b) Complete specification for poles etc., can be seen in the bid document under “Technical specifications”</p> <p>The PV module and the pole shall be an integrated system and Top mounted solar panel is not acceptable.</p> <p>Bidder should upload the relevant LED Luminaire data sheets and Type test certificates indicating compliance to the technical specifications.</p> <p>Bidder should upload Lighting design report indicating the Average illuminance (lux), uniformity, maximum and minimum values. Polar curve of the light fitting indicating the light distribution capability of luminaire as per the lighting requirements</p>
29	<p><u>Scope of Work:</u> Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.</p>
	<p>1. The scope of work shown above is only indicative and detailed scope of work has been described in the schedule-A of the Price Bid.</p>
	<p>2. The time for completion of the project is 5 months</p>
	<p>3. Issue of bid document will not automatically construe the eligibility of the bidders for participation in the subsequent bidding process and will be determined during evaluation.</p>
	<p>4. Department 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.</p>
	<p>6. The bidders shall submit their tenders online. The department is not responsible for any sort of difficulties / problems in the internet, website in submission of</p>

	tenders.
	7. Other conditions can be seen in the bidding document which can be downloaded from 16-09-2017 from 5:00 PM onwards.
	8. All necessary permissions / clearances / approvals are to be processed and obtained by the firm only. As a user agency this department will initiate the proposals in respect of the above.
30.	<p>PROCEDURE FOR BID SUBMISSION</p> <p>The bidder shall submit his response through bid submission to the tender on eProcurement platform at www.eprocurement.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or https://tender.eprocurement.gov.in and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid etc., in the standard formats prescribed in the Tender documents, displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids in the eProcurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.</p> <p>1.Registration with eProcurement platform: For registration and online bid submission bidders may contact HELP DESK of M/s Vupadhi Techno Services Pvt. Ltd www.eprocurement.gov.in or https://tender.eprocurement.gov.in.</p> <p>2. Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform. All the bidders need to obtain Digital Certificates from Vupadhi Techno Services Pvt. Ltd., 1st Floor, Ramky Grandiose, Sy. No: 136/2 & 4, Gachibowli, Hyderabad - 500032. Telangana State. Phone No: +91 40-39999700, 39999701, 39999703, 39999704 Mobile No: +91 7337318401 (On Weekdays from 9 AM to 8 PM. On Holidays, mobile support only from 9 AM to 6 PM.) , Fax No: +91 40-39999702</p> <p>3. Submission of Hard copies: After submission of bid online, the bidders are requested to submit the originals of BG towards EMD to the Tender Inviting Authority before opening of the price bid and the originals of other uploaded documents at the time of concluding agreement. The bidder shall invariably furnish the original BG to the tender inviting authority before opening price bid either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of bidder. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be</p>

false/fabricated/bogus, the bidder is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy. The bidder has to attach the required documents after uploading the same as required by Tender Inviting Authority in its tender conditions.

4. Deactivation of Bidders:

The bidders found defaulting in submission of hard copies of original BG for EMD to the Tender Inviting Authority on or before the tender stipulated time for Price Bid Opening and other uploaded documents before concluding the agreement will be suspended / disqualified from participating in tenders on eProcurement platform for a period of 12 months from date of bid submission as per G.O Ms No 245 I&CAD Dept. dated 30-12-2005 and GO Ms No 155 I&CAD Dept. dated 23-08-2006 besides forfeiture of EMD. Other conditions as per tender document are applicable.

5. Payment of Transaction Fee and EMD:

It is mandatory for all the participating bidders to pay electronically the Transaction fee to M/s Vupadhi Techno Services Pvt. Ltd, through "Payment Gateway Service on E-Procurement platform ". The Electronic Payment Gateway accepts all Master and Visa cards issued by any bank and Direct Debit facility / Net Banking of ICICI Bank, HDFC to facilitate the transaction. This is in compliance as per G.O Ms No 13 IT & C Dept, dated 5-7-2006. A service tax of 18 % + Bank Charges for Credit Card Transaction of 1.85% on the transaction Amount payable to Vupadhi Techno Services Pvt. Ltd. Shall be applicable.

6. Tender Document:

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if in doubt from the Tender Inviting Authority. Any offline bid submission clause in the tender document shall not be considered.

The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

7. Bid Submission Acknowledgement:

The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GOAP and Vupadhi Techno Services Pvt. Ltd is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

SECTION -II

INSTRUCTIONS TO TENDERERS

A – GENERAL

Name of work : Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

The Managing Director, Greater Visakhapatnam Smart City Corporation Limited (GVSCCL) invites bids for the above work during the period, for which dates and time specified in the NIT and will be opened by the Managing Director, GVSCCL or his nominee at his office on the date and time mentioned in the NIT.

- 1.1 The intending Tenderers would be required to enroll themselves on the 'e'procurement market place at www.apecurement.gov.in.
- 1.2 The Tenders should be in the prescribed form invited on e-procurement by the Managing Director, **Greater Visakhapatnam Smart City Corporation Limited** (As specified in NIT) that can be downloaded at free of cost from the web site www.apecurement.gov.in.
- 1.3 The dates stipulated in the tender notice are firm and under any circumstances they will not be relaxed unless officially extended.
- 1.4 The Tenderer should upload scanned copies of registration and produce attested copies of evidence of their registration in required class (As specified in NIT) before the date of opening of Price bid. Contractor should produce the originals of all documents for verification if asked for by the Competent Authority within (3) three days.

- 1.5 The Tender opening Authority will not consider any tender received after expiry of date and time fixed (As specified in NIT) for receipt of tenders.
- 1.6 Tenderers shall furnish declaration on Rs. 100/- Non judicial stamp paper that they have not been blacklisted in any department in Andhra Pradesh. Any wrong declaration in this regard which comes to notice at a later date will disqualify them and the Tenders so received will be rejected and the Tenderer black listed.
- 1.7 Transaction fee: The Transaction fee of Rs.10,000/- i.e at 0.04% on ECV (Estimate Contract value) of work with a cap of Rs. **10,000/-** for all works with ECV upto Rs 50 crores and **Rs.25,000/-** for works with ECV above Rs. 50crores + Service tax @ 18% on transaction fee shall be paid through Electronic Payment Gateway Service on E-Procurement platform.
- 1.8 Successful Tenderer shall pay, before entering into the agreement, the eProcurement fund of Rs.10,000/- (**plus GST@ 18%**) i.e., @ 0.04% on ECV with a cap of Rs. **10,000/-** for all works with ECV upto Rs 50 crores and **Rs.25,000/-** for works with ECV above Rs. 50crores + Service tax @ 15.00% on transaction fee in favour of Managing Director, APTS, in the form of DD payable at Hyderabad to sustain 'e' procurement initiatives, research and development of software application for automation for process in user departments.
- 1.9 The successful Tenderer is expected to complete the work within the time period specified in the NIT.
- 1.10 The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on eProcurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the eProcurement platform.
- 1.11 The successful (L1) tenderer shall furnish the original hard copies of the documents / certificates/ statements up loaded by him before concluding agreement.
- 1.12 The tenderer shall invariably furnish the original BG to the tender inviting authority before opening, price bids either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder. Department will not take any responsibility for any delay or non receipt.
- 1.13 The tenderers shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension of business.

2. Tenderers / Firms eligible to Tender:

2.1 The Tenderers / Firms who

- i) Possess the valid registration in the class and category mentioned in the NIT and satisfies all the conditions therein.
- ii) Are not blacklisted or debarred or suspended by the Government for whatever the reason, prohibiting them not to continue in the contracting business
- iii) Have complied with the eligibility criteria specified in the NIT are the eligible Tenderers /Firms.

2.2 Tenderers / 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 employee 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 aunts
9. Cousins and
10. Any person residing with or dependent on the contractor.

3. Eligibility and Qualification requirements of the Tenderers

- 3.1 The tenderer shall furnish the following particulars in the formats provided online and supported documentary evidence shall be uploaded.
Attested copies of documents relating to the Registration of the firm, Partnership deed, Articles of Association, GST Tax Registration, Latest Income Tax Clearance certificate / latest IT return and PAN number from IT Department.

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.

Availability of key personnel for administration / site management and execution viz., technical personnel required for the work (Statement-I);

Information regarding any litigation, with Government during the last five financial years, in which the Tenderer is involved in (Statement-II); if any.

Information on criminal record, if any (Statement III).

Affidavit in prescribed format

The tenders shall invariably furnish the information in the formats prescribed in the **Section-IV of Volume-I** of the Tender Schedule without which the tender schedule shall not be considered for evaluation.

3.2 Tenders from Joint Ventures are acceptable.

Tenders submitted by a Joint Venture of two firms (One of the partner firm shall be manufacturer / OEM) as partners, shall comply with the following requirements:

- (a) the tender, and in case of successful tender the Form of Agreement, shall be signed by all the Joint Venture Partners/Firms so as to be legally binding on all partners/firms of the Joint Venture;
- (b) one of the partners shall be nominated as being in-charge; and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
- (d) all partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement;
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3.3 Qualification criteria for opening of the price bid:

3.3.0 The qualification criteria for evaluation of tenders shall be as follows:

- a) Financial Standing.
- b) Past Experience.
- c) Organizational Capability.

3.3.1 Tenderers are required to furnish necessary data / documents along with their tender in support of their competence under above heads. Data / documents furnished shall be true in all respects. On verification by GVSCCL if it is found to be not true or if the Tenderer has attempted to conceal any unfavorable data, their tender will be treated as non-responsive and will be rejected.

3.3.2 The minimum criteria expected in respect of the above heads are given below for a Contractor applying as an individual as well as an individual member of Joint Venture. Tenderers meeting with these minimum requirements will only be considered for award of the work.

3.4 Financial Standing

1. Attested copies of the financial audited accounts including balance sheet and profit and loss account for the **ten** financial years i.e. from 2007-08 to 2016-17 certified by the chartered accountants shall be furnished.
2. If the tenderer is a company, annual reports for the financial years 2007-08 to 2016-17 along with the audited reports under companies act shall be furnished.
3. In case of tenderers other than the companies, if the turnover in any of the financial years i.e. 2007-08 to 2016-17 per annum, the audited accounts along

with the auditors certificates under section 44AB of the Income Tax Act shall be furnished.

4. And in other cases the following certificates shall be given by the Chartered Accountant for each year for the Balance Sheet and for the Profit and Loss Account.

"We have audited the above Balance Sheet / Profit and Loss Account of M/s. _____ as on _____ of the said firm / individual for the year ending _____ and stated that in our opinion the said accounts give a true and fair view of _____.

In case of the balance sheet of the said firm / individual, affairs as on _____ and _____ in case of profit and loss of the profit and loss for the year ended on _____.

The said Balance Sheet and Profit and Loss Accounts are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit".

- 5 The Xerox copies of certificates and other documents submitted with the tender should be attested by a serving Executive Engineer of any works department of Government of Andhra Pradesh and also be signed by the tenderer.
- 6 The originals of the certificates shall be produced on demand within 3 days. However, originals of the certificates shall invariably be produced at the time of opening of tenders to verify the copies of statements and other information furnished in Cover-A. For in-correctness of the copies of the certificates/ documents when compared with the originals, action will be taken against the Executive Engineer who attested the copies and also on the Contractor.
- 7 In any one financial year during the past **ten financial years** i.e., not earlier than April –2007, The Joint venture group should have executed not less than **Rs. 8,14,59,520/-** in similar nature of works. (The value of works completed in any of the financial year previous to the last financial year (**year 10**) shall be indexed by 10% per year (simple not compounded) to bring the value of works completed to the price level of **year 10**).

- 3.4.1 **Bidder capacity:** The assessed capacity of the Tenderer, as calculated below, shall not be less than the estimated value of the contract i.e., **Rs. 8,14,59,520/-**. The estimated value of the work(s) is likely to be awarded by the GVSCCL among the tenders submitted earlier (even though the letter of acceptance has not been approved by the (GVSCCL) shall also be taken into account while arriving the value of "B").

Assessed Capacity = 2 AN – B;

Where;

- A = Maximum value of electrical works executed in any one year during the last five financial years {adjusted at 10% appreciation per annum (simple and not compounded)} taking into account the completed as well as works in progress.
- N = Prescribed period for completion of the work to which these documents pertain (months, weeks and days shall be converted into years)
- B = Value of existing commitments and ongoing works (and the estimated value of work(s) which is likely to be awarded even though the letter of acceptance has not been approved by GVSCCL) to be completed during the period of completion of works for which tenders are invited.

The statement showing the value of the Tenderer's existing (including most probable) commitments and his ongoing works, as well as the remaining period for completion for each of the ongoing works listed, shall be certified by each Engineer in Charge of the Government Departments/ Undertakings / Municipal Corporations / Urban Development Authorities / Infrastructure Development Corporations/Housing Corporations responsible for the works, none of whom should be below the rank of Executive Engineer and countersigned by Superintending Engineer or equivalent.

- iv. The figures pertaining to minimum and maximum of similar works and bid capacity mentioned at IT-3.7(a)(i) and IT-3.7(c)(ii) & (iii) for each of the partners of a Joint Venture will be added together to determine the bidder's compliance with the minimum qualifying criteria set out therein. Failure to comply with this requirement will result in rejection of the Joint Ventures bid. Sub-contractors experience will not be taken into account in determining the bidders compliance with the qualifying criteria.

In case of tenderers other than companies, if audited reports under section 44AB of Income Tax Act is not furnished for any year it will be deemed that the turnover for that year was less than **Rs.40.00** Lakhs.

3.4.2 Resource Mobilization :

Each bidder should further demonstrate the availability of liquid assets and / or credit facilities and /or solvency certificates of not less than Rs.500 lakhs and the OEM partner with Rs.100 crores. The Tenderer shall submit Credit lines / Letter of Credit / Nett worth /Solvency Certificates etc., from any National or Scheduled Bank to this effect.

3.4.3 The figures pertaining to minimum and maximum of similar works and bid capacity mentioned at IT-3.5(i)(ii) & (iii) for each of the partners of a Joint Venture will be added together to determine the bidder's compliance with the minimum qualifying criteria set out therein. Failure to comply with this requirement will result in rejection of the Joint Ventures bid. Sub Contractor's experience and resources will not be taken into account in determining the bidders compliance with the qualifying criteria.

3.4.4 Local Standing:

It is necessary that the Tenderer has a sound financial standing with little, if any, history of litigations, arbitrations etc. For this purpose, references and testimonials from bankers and clients with whom the Tenderer has had past association shall be furnished. Their reports and investigations by Greater Visakhapatnam Smart City Corporation Limited (GVSCCL), wherever possible and necessary, will be duly weighted to establish the overall financial capability.

3.4.5 Tenderers are expected to furnish required details in support of their financial standing as indicated vide Schedule-'E'. The information given in Schedule-E shall be with reference to the audited financial statements given as per Clause No. 84.4.

3.5 Past Experience - Quantum & experience of Works executed:

The Tenderer shall have executed the minimum quantities of work as stated below.

Experience relating to the works executed in any State / Central Government Departments, or State/Central Undertakings/Boards / Corporations, Municipalities / Municipal Corporations, and Greater Municipal Corporations, Urban Development Authorities shall only be considered.

The past performance of the tenderer is established from record of successful execution and completion of similar type of works in time and in workman like manner. For this purpose testimonials etc., from clients for whom the applicant had executed similar type of works during the past **Ten** financial years and having present worth equal to or higher than minimum percentage indicated below will have to be submitted by the tenderer and where necessary reference will be made to previous clients. Tenderers are expected to furnish past performance data for the works referred by them and indicated in Schedule-F (enclosed). Said similar works executed during the past **Ten** financial years i.e. not earlier than April'2006 shall satisfy the following requirements.

- i) It is necessary that the Prime contractor or the Joint venture group should have executed not less than **Rs. 9,77,51,424/-** in similar nature of works in any one financial year during the past **ten** financial years i.e., not earlier than April 2007. The value of the said works (added together) executed, completed

and tested successfully by the tenderer shall be minimum of **Rs. 9,77,51,424/-** for this work, in any one financial year during the past **Ten** financial years i.e., not earlier than **April-2007**. The present worth of each of these jobs executed and completed by the tenderer in the past will be calculated based on escalation of 10% per annum (simple, not compounded).

- ii) a) "It is necessary that the Prime contractor or the Joint Venture group or the OEM partner, should have executed Supply and transportation of LED Solar Street light Luminaries complete in any one financial year, in a Single contract during the past **ten** financial years or No. of contracts added together in any single year, for each item, during the past **ten** financial years i.e., not earlier than April – 2007.

Organisational Capability:

Tenderer's organizational capability will be judged based on data furnished by him in respect of personnel, construction plant and equipment for the job/s quoted as past experience vide Form-3 and its appendices. Tenderer is required to confirm that he has adequate number of qualified personnel with relevant experience in his employment and that he also possesses adequate construction equipment in working condition and he would deploy the same in case he is awarded the contract. Tenderer is expected to furnish bio-data of the key personnel proposed for this work.

Tenderer is also expected to give an undertaking that he will deploy adequate supporting staff (i.e. Jr. Engineer / Foreman / Supervisors and other staff) and any additional construction equipment for completing the Contract in scheduled time.

- 3.6.1 Even though the bidders meet the above qualifying criteria, they will be disqualified if they have;

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigations history on works or financial failures etc.

3.7 **Acceptability:**

- a) The Tenderers who meet the specified minimum requirements in respect of financial standing, past experience and organizational capability will only be considered for award of the work. Sub-contractors experience and resources

shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

- b) In case of a Joint Venture, in addition to above requirements, the individual members or OEM will have to satisfy the specified minimum requirements jointly in respect of financial standing and organisational capacity. In respect of past experience at least one or more partners of a joint venture shall satisfy the specified minimum criteria given in clause **84.9 of the GPA**.

3.8 (Deleted):

3.9 Original Certificates:

Originals of the certificates shall be produced at the time of opening of tenders to verify the copies of statements and other information furnished in cover 'A'.

3.10 History of litigation and criminal record:

- a) If any criminal cases are pending against him/her/partners at the time of submitting the tender, the tender will be summarily rejected. In this respect the Tenderer shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him/her/partners furnished by him/her is true.
- b) In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Greater Visakhapatnam Smart City Corporation Limited / A .P. Government without approaching any court whatsoever for redress. He will, however, be given suitable opportunity to offer his explanation before action is taken against him.

3.11 The tenderer is subject to be blacklisted and the EMD forfeited if he is found to have misled or furnished false information in the forms in the forms/ statements/certificates submitted in proof of qualification requirements or record of performances such as abandoning of work not properly completed in earlier contracts. Inordinate delays in completion of the work litigation of history and/or financial failures and /or participated in the previous tendering for the same work and has quoted unreasonable high bid prices.

3.12 Even while execution of the of the work, if found that the contractor had produced false/fake certificates of experience he will be blacklisted and the contract will be terminated.

3.13 During execution of work, the contractor shall take photographs at various stages at his own cost and produce three sets of the same to the Engineer-in-Charge for documentation purpose.

3.14 LIQUIDATED DAMAGES

Should the Contractor fails to complete the work as per the programme of work or to complete the whole of the work with in the period specified their in, the Contractor shall pay to the Employer as fixed and agreed Liquidated damages and not as penalty, the sum shown herein below for every day delay.

0.01% per day on the unfinished value of work subject to a maximum of 10% of the agreement value.

3.15 Defect liability period:

The defect liability period under this contract is 60 months from the date of successful commissioning of this work and taken over by the GVSCCL.

If any defects occur during the defect liability period of 60 months, they shall be attended along with the required materials by the contractor at his expense. The work shall be completed within 48 hours, penalties at the rate of Rs.1,000/- for every day or part thereof beyond thereon be recovered from the contractor.

- 3.17 The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract.

The contractor shall also be liable to pay GST under works contract at the prevailing rates under General Sales Tax Act. The recoveries will be made as per the rates in force under the Act at the time of payment.

- 3.18 The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract.

- 3.19 The contractor shall also be liable to pay GST under works contract at the prevailing rates under General Sales Tax Act. The recoveries will be made as per the rates in force under the Act at the time of payment.

3.20 Break up for IGST , SGST and CGST :

The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract.

The IGST, SGST and CGST payable by the contractor for Electrical and Mechanical equipment under this contract shall be included in the rates offered for the respective items in the Bill of Quantities.

The break up price of the rates quoted for Electrical and Mechanical equipment on which the IGST, SGST and CGST are livable and the percent rates of IGST, SGST and CGST prevailing on the date 15 days prior to the last date of receipt of tenders shall also be indicated separately along with the tender. Any increase in percent rates of excise duty, IGST, SGST and CGST on Electrical and mechanical equipment after the said date within the contract period will be payable by GVSCCL to the contractor on proof of evidence. Any decrease in the percent rates of IGST, SGST and CGST on MS pipes and Specials after the said date will be recovered from the Contractor.

3.21 **Terms of Payment**

3.21.1 Terms of Payment:

- a) The payment for **Works** will be made as per Schedule-A (Bill of quantities) in accordance with the progress of work.
- b) The payment of 50% on the detailed breakup of costs for **Mechanical and Electrical** equipment which are required at the time of construction of works will be made over after supply of materials after approval of procurement process
- c) The payment of 20% for those for **Mechanical and Electrical** equipment which are required to be erected and fixed after completing civil works will be made only after completion of erection and fixing of equipment.
- d) The balance 10% of **Mechanical and Electrical** equipment will be released after successful testing and commissioning of the Solar Street lights.
- e) The balance 10% of **Mechanical and Electrical** equipment will be released after successful operation for a period of 3 months of the Solar Street lights
- f) The balance 10% of **Mechanical and Electrical** equipment will be released after successful completion of defect liability period of 60 Months.

The payment towards O&M shall be made quarterly from date of commissioning upon satisfactory compliance by the contractor.

3.21.2 **Insurance:** The sum provided is towards insurance of the works considering the period of completion and defect liability period of 5 year(s). Insurance policies shall be taken out in favour of the Employer. Failure to take out suitable insurance shall result in the Engineer arranging insurance at the cost of the

Contractor and recovering the premium from the Contractor's bills, if the lump-sum provision towards insurance in Part II of Schedule 'A' is not adequate.

- 3.22 The contractor should ensure the safety of the water supply lines, telephone cables, power cables, storm water drains etc., along the alignment and, if any damage occurs during execution it should be attended immediately at the contractors cost. Failing to attend immediately, the same will be got done by the GVSCCL at the cost and risk of the contractor and the amount incurred by the GVSCCL for the rectification / restoration will be recovered from the running bills of the Contractor .
- 3.23 The Bank guarantees submitted for the Security deposit shall be extended by the Contractor / OEM partner up to the defect liability period including extended period and Additional Security deposit shall be extended by the Contractor / OEM Partner until completion of the work and payment of final bill.
- 3.24 As per G.O Ms.No.133/Dt.20.11.2004 of I&CAD Department , for all works the ceiling of tender premium shall be 5%.
- 3.25 Deleted
- 3.26 Even though the tenderers meet the above qualification requirements, they are liable to be disqualified / debarred / suspended / blacklisted if they have
- Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon within the time specified in the letter of acceptance
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Participated in the previous bidding for the same work and had quoted unreasonably high tender percentage and
- A history of criminal record in which the tenderer is involved if any.
- 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.
- History of litigation with Govt. during the last 5 financial years in which the tenderer is involved.

- 3.27 Tenders with an excess of upto 5% of the ECV will be finalized by the competent authority. Tenders with an excess of above 5% of the estimated contract value shall summarily be rejected.
- 3.28 For tenders up to 25% less than the estimated contract value of work, no additional security deposit is required. But for tenders less by more than 25% of the estimated Contract Value of work, the difference between the tendered amount and 75% of the estimated contract value, shall be deposited by the successful tenderer at the time of concluding agreement as an additional security to fulfill the contract through a Bank Guarantee in the prescribed format or Demand Draft from a Scheduled Bank which is valid till the completion of the work in all respects and till the completion of the defects liability period.
- 3.29 a) If the percentage 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 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.

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.

5.0 Cost of Tendering

- 5.10 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.

6.0 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.

7. VARIATIONS IN BIDDING CONDITIONS

7.1 Each Bidder shall submit an offer which complies with the requirements of the Bid Documents, including the basic technical design as indicated in the Specification Drawing and Specifications.

8.0. Deleted

8.1 Deleted.

8.2 Deleted.

8.3 Deleted.

9.0. FORMAT AND SIGNING OF BIDS

9.1 The Bidder shall prepare original document comprising the Bid (marked as "ORIGINAL").

9.2 The Original Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. Proof of Authorization shall be furnished in the form of a Certified Copy of Power of Attorney, which shall accompany the Bid. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

9.3 Only one bid shall be submitted by each Bidder. The completed bid shall be without alterations, interrelations or erasures, except those to accord with instructions issued by the Greater Visakhapatnam Smart City Corporation Limited or as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the bid. No bidder may participate in the bid of another for the same contract in any relation whatsoever.

9.4 If the bid is made by a limited Company or a limited Corporation, it shall be signed by a duly authorized person holding a power of attorney for signing the bid in which case a Certified Copy of the Power of Attorney shall accompany the

bid. Bids submitted by a joint venture of two firms as partners shall comply with the following requirements:

- (a) The Tender and in case of successful tender the Form of Agreement, shall be signed by all the Joint Venture Partners/Firms so as to be legally binding on all partners/firms of the Joint Venture;
 - (b) One of the partners shall be nominated as being in charge and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - (c) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
 - (d) all the parties should be jointly and severally responsible for executing the works, if any, awarded to them in accordance with the bid conditions. They should be jointly responsible for payment of any and all monies becoming payable to the GVSCCL consequent on non- fulfillment of the terms of the contract, if any, awarded by the GVSCCL to the Joint Venture;
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid. The Joint Venture agreement should categorically state that all the members are jointly and severally responsible to execute such work as may be awarded to the Joint Venture in strict compliance with all the terms and conditions of the contract.
 - (f) the parties should assign a specific name for the Joint Venture separate and distinct from the names of the constituents and the bid field in such name and the bid signed by all parties.
- 9.5 All witness and Sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
- 9.6 The signatures in the Bid Documents shall be dated.

B. TENDER DOCUMENT

10.0 Contents of Tender document:

One set of Tender document, comprises of the following:

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

VOLUME-II (to be uploaded online in financial bid) (Price Bid)

10.1 Schedule of cost (Schedule – A)

- 10.2 The Tenderer is expected to examine carefully all instructions, conditions, forms, appendix to tender, terms, specifications, addenda, schedules, schedules of supplementary information and specification drawings in the Tender Documents. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk. Pursuant to Clause 30, tenders which are not responsive and tenders not satisfying the qualification requirements of the Tender documents will be rejected.

11. CLARIFICATION OF TENDER DOCUMENTS

- 11.1 Tenderers shall carefully examine the Tender Documents and fully inform themselves as to all the conditions and matters, which may in any way effect the work or the cost thereof. Should a Tenderer find any discrepancy in or omission from the Specification or any other of the Tender Documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by fax to the authority given in clause 23 of the NIT.
- 11.2 The GVSCCL will entertain and offer clarifications to any such queries only if they are received prior to or on the date fixed for the pre-tender meeting (see clause 16 of the NIT). Written copies of the response of the GVSCCL, including a description of inquiry, but without identifying its source, will be sent as an addendum to all prospective Tenderers, i.e. the persons to whom tenders have been issued. Any verbal information and/or clarification given by any representative of the GVSCCL shall not be binding on the Managing Director , GVSCCL.

12. AMENDMENT OF TENDER DOCUMENTS

- 12.1 At any time prior to the dead line for submission of Tenders, the GVSCCL may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Tenderers, modify the Tender Documents by issuing an Addendum. **Each Addendum will be issued in if issued will be issued in aprocurement platform only.**
- 12.2 In order to afford prospective Tenderers reasonable time to take such addenda into account in preparing their tenders, the GVSCCL at its discretion, will extend the dead line for the submission of tenders in accordance with Clause 20.

C. PREPARATION OF TENDERS.

13. Language of the Tender.

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

14. Documents comprising of the Tender.

The tender comprise the following.

- (a) Bid Documents, drawings and price bid (schedule A). [available online at www.eprocurement.gov.in]
- (b) Qualification information and supporting documents [to be uploaded by the tenderer].

15. Bid Offer:

Bill of Quantities called Schedule "A" and the bid offer accompanies the tender document. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule 'A' and this schedule 'A' is liable to alterations or omissions, deductions or additions at the discretion of the Managing Director , Greater Visakhapatnam Smart City Corporation Limited or as set forth in the conditions of the contract. The Schedule "A" shall contain the items of work indicated as part- I and LS provisions as part-II. The percentage quoted by the contractor shall be applicable only to part -I. However, the provisions contained in the part -II will be operable basing on the conditions provided in the Tender Document. 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 Part-I at the space provided therein in Schedule 'A'. The L.S. amounts indicated in part-II are maximum reimbursable amounts. The tenderer should however quote his lumpsum tender based on this schedule of quantities. He should quote his offer as a overall tender percentage. The over all tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be written both in figures and words legibly and free from errors.

- 15.2 The Schedule –A (or Price-bid) contains not only the quantities but also the rates worked out by the Department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work. The rates shall be inclusive of maintenance till the completion of Defects liability period.
- 15.3 **Insurance:** The insurance of the works to be taken out considering the period of completion and defect liability period of 5 year(s). Insurance policies shall be taken out in favour of the Employer. Failure to take out suitable insurance shall result in the Engineer arranging insurance at the cost of the Contractor and recovering the premium from the Contractor's bills.
- 15.4 **Charges towards engaging technical personnel to be available on the work full time:** The sum provided is towards engaging technical personnel to be on the work for full time, for supervision and monitoring. Reimbursement shall be limited to the number of persons indicated in the tender document and the permissible wages as per SSR. Suitable penalties shall be levied on the Contractor if he fails to engage the specified technical personnel.
- 15.5 **Bankers charges:** The charges to borne by the bidder.
- 15.6 The bid offer shall be for the whole work and not for individual items / part of the work.
- 15.7 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, and contribution on the bill amount shall be included in the tender percentage quoted by the tenderer, however keeping in view the maximum reimbursable amounts specified in Part-II of Price bid.
- 15.8 The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
- 16. Validity of Tenders:**
- 16.1 Tenders shall remain valid for a period of not less than four months **(120 days)** from the last date for receipt of Tender specified in NIT.
- 16.2.1 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.

16.3 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.

17 Earnest Money Deposit

17.1 a) The Tenderer shall furnish, Earnest Money Deposit of **Rs.8,14,600/-** i.e., equivalent to 1% of ECV along with the tender. (As specified in NIT).

b) The balance **EMD Rs.12,21,900/-i.e., @ 1½% of ECV / TCV whichever is higher shall be paid (total 2 ½ %) at the time of concluding Agreement by the successful Tenderer.**

c) The EMD can be in the form of Bank guarantee from any Nationalized Bank.

d) Any Tender not accompanied by an acceptable EMD (including the Bank Guarantee not conforming to the format furnished with the Tender Documents or not being valid as described in Sub-clause IT 17.2) will be treated as non-responsive and rejected by the Greater Visakhapatnam Smart City Corporation Limited "The EMD of a joint venture must be in the name of Joint Venture submitting the bid in case of the bid is from a Joint Venture". The said EMD of a Joint Venture must define as "bidder" all Joint Venture partners and list them in the following manner "a Joint Venture consisting of _____"
"_____ " and "_____".

17.2 The Bank guarantee shall be valid for a period of **165 days** from the date of receipt of tender.

17.3 Xerox copy of Bank guarantee is to be scanned and uploaded along with the Bid, and the original Bank guarantee /Demand Draft shall be sent to the Managing Director, GVSCCL, Room No. 306, Tenneti Bhavan , Visakhapatnam so as to reach before the date of opening of the price bid. Failure to furnish the original Bank guarantee before price bid opening date will entail rejection of bid and blacklisting.

17.3 The EMD of the unsuccessful Tenderers will be returned to them either after finalisation of the tenders or after the Tender validity period which ever is earlier.

17.4 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 Bank Guarantee on Scheduled Bank furnished by the tenderer towards additional security amount shall be valid till the work is completed in all respects.

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

- (a) If the Tenderer modifies or withdraws his 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, within the specified time limit.
 - (c) If fails to furnish the required security deposit.
- 17.7. In consideration of the Managing Director , GVSCCL 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 Government / GVSCCL in the event of such tenderer either modifying or withdrawing his tender at his instance within the said validity period of **120 Days**.
- 17.8. 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.

Submission of Tenders:

- 19.1 The Tenderers who are desirous of participating in 'e'procurement shall submit their Technical bids, price bids etc., in the Standard formats prescribed in the Tender documents, displayed at 'e'market place. The tenderers should upload the scanned copies in support of their bids. **The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.**
- 19.2 After uploading the bid documents, the attested copies of the uploaded statement, certificates, documents, are to be submitted by the bidder to the concerned Managing Director , GVSCCL, so as to reach before the date of opening of the Tender. Failure to furnish any of the uploaded documents, certificates, before the Tender opening date will entail rejection of the bid and forfeiture of EMD. If any tenderer upload the tender with out paying EMD he will be black listed. Similarly, if any of the certificates, documents, etc., furnished by the tenderer is found to be false / fabricated / bogus, the bidder will be blacklisted and the EMD forfeited.
- 19.3 The Department will not hold any risk and responsibility for the loss in transit during uploading of the scanned document, for the invisibility of the scanned document online, and any other problem(s) encountered by the Tenderers while submitting his bids online.

19.4 The following certificates, documents etc., are to be scanned and uploaded on to the 'e'procurement platform at www.approcurement.gov.in.

- a) Copy of contractors registration certificate under appropriate class with Government of Andhra Pradesh
- b) Copy of Latest valid Income Tax Clearance certificate / PAN Number card and latest income tax returns.
- c) Copy of Goods and Service Tax and GST Registration certificate
- d) Availability to key personal in statement -I
- e) The information on litigation history in Statement II.
- f) Information on criminal record if any in statement –III
- g) Affidavit in the format enclosed

19.5 Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as Non-applicable.

20 Last date / time for Submission of the Tenders.

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

20.2 The Managing Director , GVSCCL may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Managing Director , GVSCCL and the Tenderers will remain same as previously. If for any reason the last date of submission of tenders is declared a holiday, the next working day will be treated as the last date for submission of tenders.

21. Late Tenders.

a. Tenders will not be received after the last date / time prescribed in NIT.

22. Modification to the Tender.

22.1 Tenderers can modify their Tender percentage online before the last date/time prescribed in NIT.

22.2 No Tender shall be modified after the last date /time of submission of Tenders.

22.3 In Modification Tenderer may offer, 'only discounts' to the percentage of the Tender percentage they quoted in the original Tender submitted prior to the last date and time specified for submission of Tenders.

E. TENDER OPENING AND EVALUATION

23. Tender opening

- 23.1 The bids will be opened online by the Managing Director , GVSCCL at the time and date as specified in the tender documents. All the Statements, documents, certificates, Demand Draft etc., uploaded by the Tenders will be verified and downloaded, for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained either online or in the conventional method by addressing the bidders.
- 23.2 The tenderers or their authorised representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.
- 23.3 The sealed covers 'A' will be opened then **The tender shall be rejected and the cover 'B' will not be opened if:****
- i) The EMD as per Clause IT 17 of instructions to tenders (section-II) is not enclosed.
 - ii) If there are any criminal cases pending.
 - iii) If the eligibility and qualification criteria are not in accordance with Sub-clauses of clause 3 of section-II.
 - iv) If the latest Income Tax Clearance Certificate is not enclosed.
 - v) If the latest Sales Tax Clearance Certificate is not enclosed.
 - vi) If the registration certificate of the contractor is not enclosed.
 - vii) If the Affidavit is not enclosed.
 - viii) If the Power of Attorney is not enclosed.
 - ix) If the history of criminal cases is not enclosed.
 - x) If the record of litigation and arbitration is not enclosed.
 - xi) Identification and financial data sheet is not enclosed.
 - xii) If the Joint Venture agreement is not enclosed in case of bids received from Joint venture of two or more firms / contractors.

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 Managing Director , GVSCCL 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 Managing Director , GVSCCL, it should do 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.

24.4 Tenders will be finalised by the Managing Director / Managing Director delegate, GVSCCL on the recommendation of the competent technical authority/tender committee. The authority will scrutinize the tenders in accordance with the conditions stipulated in the tender document and in AP Municipal Act. In case of any discrepancy or non adherence to the conditions, the same shall be communicated to the tenderer which will be binding on the Tenderer. The decision taken by the Managing Director / Managing Director delegate, GVSCCL on the tender shall be final.

25. Clarification on the Bid.

a. The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information uploaded online by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

a. 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.

26. Examination of technical Bids and Determination of Responsiveness

a. The Managing Director , GVSCCL will evaluate whether each Tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a eligible Tenderer.

b. If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

27. CHECKING FOR AND CORRECTION OF ERRORS

27.1 Bids determined to be substantially responsive will be checked by the Managing Director , Greater Visakhapatnam Smart City Corporation Limited for any discrepancy between the rates quoted in figures and in words. Should any discrepancy be found the rates in words will govern.

- 27.2 Any rates found to be incorrect as described in the above Sub-clause will be recorded and attested by the Managing Director , Greater Visakhapatnam Smart City Corporation Limited at the time of opening the Cover-B (i.e. Price Bid). With the concurrence of the affected Bidder, the corrected rates will be considered binding. If the Bidder does not accept the corrected rates, the Bid will be rejected and the EMD will be forfeited.

28. CORRECTION OF ERRORS

- 28.1 Bids determined to be substantially responsive will be checked by the GVSCCL for any arithmetic errors in computation and summation. Errors will be corrected by the GVSCCL as follows:

a)where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and

where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, and the total amount will be corrected.

If there is any discrepancy between the Tender specifications and BOQ the later will prevail.

The total bid price stated will be adjusted by the GVSCCL, in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected price of his bid, his bid will be rejected and the Bid Guarantee will be forfeited.

29. EVALUATION AND COMPARISON OF BIDS

- 29.1 The GVSCCL will evaluate and compare only those bids, which have been determined to be substantially responsive to the requirements of the Bid Documents in accordance with Clause 26.
- 29.2 In comparing bids, the Greater Visakhapatnam Smart City Corporation Limited, will consider such factors as efficiency and compatibility of the equipment, compliance with the specifications, relative quality, availability of spare parts and after-sales service facilities in India, reliability of the plant offered and the bidder's capability to perform.
- 29.3 Evaluation criteria specifically mentioned in the specifications will also be taken into consideration in the evaluation of bids.

- 29.4 After evaluation in accordance with IT 28, all valid bids will be compared with one another and if, as a result of the comparison the lowest evaluated bid will be selected for the purpose of award.
- 29.5 The Greater Visakhapatnam Smart City Corporation Limited reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations or alternative offers and other factors which are in excess of the requirements of bidding documents or otherwise result in the accrual of unsolicited benefits to the Greater Visakhapatnam Smart City Corporation Limited will not be taken into account in bid evaluation.
- 29.6 If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the real cost of the work to be performed under the contract, the Greater Visakhapatnam Smart City Corporation Limited may require that the amount of performance guarantee set-forth in IT 34 be increased at the expense of the successful bidder to a level sufficient to protect the Greater Visakhapatnam Smart City Corporation Limited against financial loss in the event of subsequent default of the successful bidder under the contract.

30. Bid Opening:

- a. At the specified date and time, the bids of all the bidders will be opened online by the Managing Director , GVSCCL and the result will be displayed on the 'e'market place which can be seen by all the bidders who participated in the Tenders.
- b. Tenders shall be scrutinised in accordance with the conditions stipulated in the Tender document. In case of any discrepancy or non-adherence to the Conditions the Tender accepting authority shall communicate the same to the tenderer which will be binding on the Tenderer. In case of any ambiguity, the decision taken by the Competent Technically Authority on the tenders shall be final.

31. Discrepancy in Tender percentage quoted.

- 31.1 In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail, if the tenderer does not accept for this, the tender will be rejected and EMD will be forfeited.

F. AWARD OF CONTRACT

32. Award Criteria

The Managing Director / Managing Director delegate, GVSCCL will award the contract to the Tenderer who is found technically qualified as per the Tender conditions and whose bid is lowest.

The tender accepting authority reserves the right to accept or reject any Tender or all tenders and to cancel the Tendering process, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the reasons for such action.

33. Notification of Award and Signing of Agreement.

The Tenderer whose Tender has been accepted will be notified of the award of the work by the Managing Director , GVSCCL, 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 Government 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").

When a tender is to be accepted the concerned tenderer shall attend the office of the Managing Director, GVSCCL concerned on the date fixed in the Letter of acceptance. Upon intimation being given by the Managing Director, GVSCCL, of acceptance of his tender, the tenderers shall make payment of the balance E.M.D., and additional security deposit wherever needed by way of Demand Draft or unconditional and irrevocable Bank Guarantee obtained from a Scheduled Bank with required validity period and sign an agreement in the form prescribed by the department for the due fulfillment of the contract. Failure to attend the Managing Director, GVSCCL'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 Managing Director , GVSCCL shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorised to enter into contract on behalf of the GVSCCL.

The successful tenderer has to sign an agreement within a period of 7 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

34. Corrupt or Fraudulent Practices

34.1 The Government / GVSCCL require that the bidders / suppliers / contractors under Government / GVSCCL financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government / GVSCCL.

(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 Government / Greater Visakhapatnam Smart City Corporation Limited official in procurement process or in contract execution: and
 - ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government / Greater Visakhapatnam Smart City Corporation Limited 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 Government / Greater Visakhapatnam Smart City Corporation Limited of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract.
 - d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

35. GVSCCL's right to accept any tender and to reject any or all tenders is final.

35.1 Notwithstanding in clause 28, the Greater Visakhapatnam Smart City Corporation Limited / Municipal Corporation reserves the right to accept or reject any tender and to annul tendering process and reject any or all tenders at any time prior to the award of contract without thereby incurring any liability to the effected tenderer or tenderers on the grounds of its action.

36. Participation of local community and quality assurance of works by third party.

- 36.1** The local community will be given basic training and awareness on technical specifications and features of the items of works by the Greater Visakhapatnam Smart City Corporation Limited / Municipal Corporation. The contractor shall display the cost of the works, technical specifications and qualities of materials required for the works, and the programme of work, in areas which will be benefited by this work. The representatives of the local community may observe the work for the quality and quantity aspects on voluntary basis.
- 36.2** A team of experienced engineers selected by the Greater Visakhapatnam Smart City Corporation Limited / Municipal Corporation shall be engaged to assist the Executive Engineer in the execution of the works.
- 36.3** PMC (AECOM & PWC) of Smart City shall act as third party for quality assurance and monitoring for assuring quality of works during and after the execution of the works and their recommendations shall be binding on the Greater Visakhapatnam Smart City Corporation Limited and the contractor.
- 36.4** The contractor shall prepare QA plan for the works with the assistance of the third party QA agency appointed by GVSCCL for all works and the Engineer in charge. The materials, the quality of work during progress and the finished work will be inspected by the third party quality assurance agency.
- 36.5** Payments will not be released to contractors unless QA certificate is given by the third party quality assurance.

37.0 QUALIFICATION INFORMATION:

Note: Only uploaded certificates are to be submitted in Hard copies.

Annexure –I

CHECKLIST TO ACOMPANY THE TENDER

S.No	Description	Submitted	Page No. (see Note below)
1	2	3	4
1	Copy of E.M.D in the shape of Bank guarantee	Yes/No	
2	Copy of Contractors valid Registration under appropriate Class with any Government department of Andhra Pradesh.	Yes / No	
3	Copy of latest Income Tax clearance certificate / PAN number and latest income tax return.	Yes / No	
4	Copies of sales tax registration certificate.	Yes / No	
5	Availability of Key personnel in Statement I.	Yes / No	
6	Litigation history in Statement –II.	Yes / No	
7	Information on criminal record if any in statement III	Yes / No	
8	Affidavit in the format enclosed	Yes / No	

Notes:-

1. All the statements copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- 2) The information shall be filled-in by the Tenderer in the checklist and statements I to III, for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. Hard copies of only the Certificates, as per check-list shall be submitted by the tenderer before the date and time of price bid opening.

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.**Availability of Key Personnel**

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

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

Signature of the Tenderer

STATEMENT – II

Information on litigation history in which Tenderer is the Petitioner.

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

Signature of the Tenderer

STATEMENT - III

Information on criminal record if any

S. No	Name of Police station	Town or village and District	FIR No. Date	Details of the charges	Stage of case / result
1	2	3	4	5	6

Signature of the Tenderer

AFFIDAVIT

I/We _____ certify that the information furnished by me/us in the Statements I to III under tenderer declaration is true and agree that my / our tender shall be rejected if I/We am/are found to have misled or made false representation in the form of any of statements or certificates submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has/have participated in previous tendering for the same work/s and had quoted unreasonable high tender premium. In addition I/We agree for blacklisting and the work being taken over invoking clause no 60(a) of the General conditions of contract and Conditions of particular application.

I/We _____ agree to be disqualified for tendering further works in the Greater Visakhapatnam Smart City Corporation Limited if I/we withdraw my /our tender after opening the tenders without a valid reason (to be decided by the Authority competent to accept the tender)

I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the tender.

I/We _____ accept that my/our tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the tender.

I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the Greater Visakhapatnam Smart City Corporation Limited / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me / us.

I/We _____ certify that the following addenda issued by the Greater Visakhapatnam Smart City Corporation Limited have been received by me/us and incorporated in my /our tender.

1 dated

2 dated

3 dated

(Add if the addenda issued are more than 3)

Further I / We _____ certify that no near relatives(as defined in IT 2.2 are working in the Greater Visakhapatnam Smart City Corporation Limited / Municipality / PH Division, _____

I / We_____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse DFID any excess amount claimed by me / us over and above my / our entitlement as per clause 102 of the General Conditions of contract.

I/we agree that my /our tender shall be rejected if I/We fail to furnish the original certificates and to furnish the attested copies in support my / our tender documents.

I/We agree that my/our tender shall be rejected if I/we do not accept the corrected tender premium/discount (including additional discount) as per IT 25.

Dated this day of 20.....

Signature in the capacity of duly authorised to sign the Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness

GOVERNMENT OF ANDHRA PRADESH
INDUSTRIES AND COMMERCE (M-I) DEPARTMENT

G.OMs No. 100

Date: -31/10/20015

The Government have revised the rates of seigniorage fee in respect of the following minor minerals with effect from 31.10.2015 vide references cited above. The rates of seigniorage free are as follows.

Sl.No	Name of the Mineral	Unit	Rate of Seigniorage Fee (In Rupees)
1	2	3	4
1	Building stone	M ³ /MT	Rs.75 / 50 (Rupees Seventy five / Fifty)
2	Rough Stone / Boulders	M ³ /MT	
3	Road Metal/ Ballast	M ³ /MT	
3(a)	Dimensional stone used for kerbs & cubes	MT	Rs. 110 (Rupees one hundred and ten)
4	Lime Kankar/ Lime stone	MT	Rs. 80 (Rupees Eighty)
5	Lime Shell	MT	Rs. 100 (Rupees one hundred)
6	Marble	M ³ /MT	Rs. 250 / 100 (Rupees Two hundred fifty / one hundred)
7	Mosaic chips	MT	Rs. 50 (Rupees fifty)
8	Morram /Gravel	M ³ /MT	Rs. 30/20 (Rupees Thirty / Twenty)
9	Ordinary sand / Sand manufactured from Boulders useful for civil constructions	M ³	Rs. 50 (Rupees fifty)
10	Shingle	M ³ /MT	Rs. 75/50 (Rupees Seventy five / Fifty)
11	Chalcedony Pebbles	M ³ /MT	Rs. 75/50 (Rupees Seventy five / Fifty)
12	Fullers Earth/ Bentonite	MT	Rs. 150 (Rupees one hundred and fifty)
13	Shale/ Slate	MT	Rs. 150 (Rupees one hundred and fifty)
14	Rehmattl	M ³ /MT	Rs. 30/20 (Rupees Thirty / Twenty)
15	Limestone slabs		Rs. 8/- (Rupees Eight) per Sq.Mt or Rs. 100/- (Rupees Hundred) per MT whichever is higher.
	a) Colours		
	b) White		
	c) Black		

16	Ordinary clay , silt and brick earth used in the manufacture of bricks including mangalore tiles		Rs. 6000/- (Rupees Six thousand) per kiln per annum for Bricks and Tiles.
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17 Granite Useful for Cutting :

(Rates per Cubic Metre)

	Item	Super Gang Saw above 300 cm x 180 cm Size	Mini Gang Saw above 270 cm x 150 cm & less than 300 cm x 180 cm Size	Below 270 cm x 150 cm size	Below 75 cm size
(a)	Black Granite Galaxy variety	Rs. 4000/- (Rupees four thousand)	Rs. 3200/- (Rupees Three thousand two hundred)	Rs. 3000/- (Rupees Three thousand)	Rs. 1350/- (Rupees one thousand three hundred)
(b)	Black Granite Other than Galaxy Variety	Rs. 3000/- (Rupees Three thousand)	Rs. 2500/- (Rupees Two thousand five hundred)	Rs. 2350/- (Rupees Two thousand three hundred)	Rs. 1000/- (Rupees Thousand)
(c)	Colour Granite Srikakulam Blue, Indian aurora of Nizamabad Dist., Leptinites of Coastal Dists.,	Rs. 3000/- (Rupees Three thousand)	Rs. 2500/- (Rupees Two thousand five hundred)	Rs. 2350/- (Rupees Two thousand three hundred)	Rs. 1000/- (Rupees Thousand)
(d)	Colour Granite of Other Granite of Other varieties	Rs. 2350/- (Rupees Two thousand three)	Rs. 2150/- (Rupees Two thousand one hundred fifty)	Rs. 2000/- (Rupees Two thousand)	Rs. 1000/- (Rupees Thousand)

SCHEDULE-II
RATE OF DEAD RENT
(PER HECTARE PER ANNUM)

SI. No.	Name of the Minor Mineral	Rate of Dead Rent per hectare per Annum
1.	Black Granite	Rs.1,00,000/- (Rupees one lakh)
2.	Colour Granite	Rs.1,00,000/- (Rupees one lakh)
3.	Limestone other than classified as Major Minerals used for Lime burning for building construction purposes, Marble, Boulders, Building Stone Including Stone used for Road Metal. Ballast Concrete and other Construction purposes, Shale, Slate and Phyllites, Mosaic Chips, Fuller's Earth / Bentonite & Dimensional Stones used for cubes & kerbs.	Rs.50,000/- (Rupees Fifty thousand)
4.	Gravel, Morrum, Shingle, Limestone Slabs used for Flooring purposes Limekankar, Chalcedony pebbles used in the building purposes Limeshell for burning used for building purposes and Rehmatti.	Rs.40,000/- (Rupees Forty thousand)

TENDER

[To be submitted along with the Hard copies of work done certificates.]

Date:

To

The Managing Director , GVSCCL
Greater Visakhapatnam Smart City Corporation Limited ,
Visakhapatnam.

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the following work viz.....

..... as shown in the drawings and described in the specifications deposited in the office of the Managing Director , GVSCCL , Visakhapatnam with such variations by way of alterations or additions to, and commissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum of Rupees or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment on lump-sum basis or by final measurement at unit rates”

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

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

I/WE agreed to keep the offer in this tender valid for a period of **four month(s) 120days** mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government / Greater Visakhapatnam Smart City Corporation Limited.

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 / Greater Visakhapatnam Smart City Corporation Limited based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/WE enclosed to my/our application for tender a crossed demand draft (No.....dated:.....) for Rs.....as earnest money not to bear interest.

I/WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the 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 **120 days** 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 Government / Greater Visakhapatnam Smart City Corporation Limited as security for the due fulfillment of this contract. If upon written intimation to me/us by the Managing Director , GVSCCL'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 Managing Director , GVSCCL 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 wherein due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government / Greater Visakhapatnam Smart City Corporation Limited 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 Government/ Municipal Corporation.

I/WE agree to pay the Transaction fee at 0.04% on ECV of the work and 18% Goods Service Tax.

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

Name	Qualified
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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.
1.	One Graduate Engineer and
2.	One Diploma Holder

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 Irrigation & Command Area Development Department.
- (2) I/WE certify that I/We have inspected the site of the work before quoting my Percentage excess or less on ECV, I /We have satisfied about the quality, availability and transport facilities for stones sand and other materials.
- (3) I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions, the difference between 75% of ECV and my/out tender amount, in case if my / our offer is less by more than 25%.
- (5) I/WE hereby declare that I am/we are accepting to reject my tender in terms of condition, if my /our offer is more than 5% of ECV.
- (6) I/WE hereby declare that I/We will not claim any price escalation.
- (7) I/WE hereby declare that I am/we are accepting for the defect liability period as 24 months instead of 6; months under clause 28 of APSS.
- (8)
 - a) I/WE declare that I/WE will procure the required construction materials including earth and use for the work after approval of the Engineer-in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I/WE shall ensure smooth and un-interrupted supply of materials.
 - b) I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.
 - c) I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted percentage excess or less ECV., are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to; the department after completion of work.

- d) I/WE declare that I/WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (9) I/WE declare that I/WE will execute the work as per the mile stone Programme, and if I/WE fail to complete the work as per the mile stone Programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (10) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

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

Address of the Tenderer :

Phone No.:

Fax No.:

TENDERER

Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorised officer who shall produce with his tender satisfactory evidence of his authorisation. 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

SECTION -III

GENERAL CONDITIONS OF CONTRACT

PREFACE

The Conditions of Contract comprises three parts, namely:

- Part I : General Conditions of Contract (Preliminary Specifications)
- Part II : Conditions of Particular Application.
- Part III: Scope of the work.

PART I

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract which comprise Part -I are the same as the preliminary specifications in Andhra Pradesh Standard Specifications, herein after called APSS.

A. PREFACE

1. Intent and reference to Andhra Pradesh Standard Specifications: It is intended by the Andhra Pradesh Standard Specifications to describe.
 - a) the character of the materials to be used;
 - b) the method of execution of work; and
 - c) the contractor's responsibilities and liabilities to the public, Greater Visakhapatnam Smart City Corporation Limited , and his Workmen and general contract conditions which are to be accepted by every contractor who executes work entrusted to him by the Greater Visakhapatnam Smart City Corporation Limited .

Wherever the term "Standard Specification". or the abbreviation "A.P.S.S." is used in estimates or contract documents, it shall refer to the relevant specification in the Andhra Pradesh Specification book and its addenda volume
2. Applicability of the Andhra Pradesh Standard Specifications: It shall be unnecessary to include in any contract documents a specification for any item of work which is defined in the tender notice or in the contract schedule of work to be done, by a standard specification number. The fact that the item is defined as standard specification shall mean that the Contractor executes the work according to such standard specification. Modified, as may be necessary by an addendum specification for that particular item of work.

This preliminary specification shall apply to all agreements entered into by contractors with the Greater Visakhapatnam Smart City Corporation Limited and shall form an inseparable condition of contract, and it shall not be necessary to append a copy of the same to agreement.

3. Contractor to sign in the Divisional (or Sub-Divisional) copy of the A.P.S.S: Every contractor who executes work for the Greater Visakhapatnam Smart City Corporation Limited shall carefully study the standard specification for all items of work which are included in the schedule for work to be done as standard specifications and his obligations under the "Preliminary Specification" which apply to all agreements, and he shall sign in the Divisional office Copy of the A.P.S.S. (or the Sub-divisional copy if so arranged by the Executive Engineer) as evidence that he understands clearly the conditions of contract governing his agreement and accepts the same.
It shall not be necessary for the contractor to sign the Divisional office copy of the A.P.S.S for every contract awarded to him, but his signature therein will be evidence that he accepts the conditions of contract (which includes the standard specifications) as detailed in the A.P.S.S for contract into which he enters. It shall also be the contractor's responsibility by frequent perusal of the Divisional office (or the Sub-Divisional office) copy to become conversant with sanctioned alterations or additions made to the A.P.S.S. as soon as they are made. A separate volume of addenda to the A.P.S.S. will be maintained in each Division (or Sub-Division office as the case may be) in which will be entered all sanctioned corrections and additions. This must also be studied and signed by every contractor before executing an agreement. Interleaving correction slips will not be made for this purpose. The contractor should purchase a book of the A.P.S.S. for his reference while executing work.
4. Term "Specification" apart from "Standard Specification": Wherever the term "Specification" is used in contract documents apart from "Standard Specification", it shall mean the specification or plan prepared for the particular item referred to in the document, for the instruction of the contractor in executing that item of work.
5. Sub-specifications: Works of a similar nature having many common clauses in their specifications are grouped under one specification number with a "General", preface thereto, and the sub-specifications are therefore given an alphabetical affix.
6. Technical Specification: The work shall be carried out in accordance with the IS specifications/ Sewerage Manual / Water Supply manual and the specifications incorporated in the technical specifications included in the Tender / Contract documents.

7. Definition of terms: Wherever the words defined in this clause or pronouns used in contract documents (which include the A.P.S.S.), they shall have the meanings here given.
- a) Executive Engineer: Wherever the term Executive Engineer is used, it shall be understood to refer the Executive Engineer for the time being in charge of the concerned work under execution or such other departmental assistants or subordinates to whom the Executive Engineer may have delegated certain duties, acting severally within the scope of the particular duty entrusted to them.
 - b) No delegation by Executive Engineer, Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited or higher authority which affects agreement: It is however, to be distinctly understood that the Executive Engineer or the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited or the higher authority who is vested with the powers of acceptance of the particular agreement under reference will make delegation of powers to such assistants or subordinates which in any way affects the agreement and its contract conditions when such agreement is to be or has been accepted by the Executive Engineer or by the other higher authority respectively. The duties of such assistants or subordinates will be solely duties of supervision to ensure compliance with contract conditions.
 - c) Contractor: Wherever the term "Contractor" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the Executive Engineer or higher authority as the case may be, for executing work defined in the concerned agreement, and for purposes of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agent, who is maintained on the work by the contractor. When two or more contractors are engaged on installation or construction work in the same vicinity, the Executive Engineer shall be authorised to direct the manner in which each shall conduct the work so far as it affects other contractors.
8. Evidence of experience: Tenderers shall, if required, present satisfactory evidence to the Executive Engineer that they have been regularly engaged in constructing such works as they propose to execute and that they are fully prepared with the necessary capital, machinery and materials to begin the work promptly and to conduct it as required by the A.P.S.S. and the other specifications for the particular work tendered for, in the event of their tender being accepted.
9. Legal address-Notices- Tenderers should give in their tender, their place of residence and postal address. The delivering at the above named place or posting in a post-box regularly maintained by the Post Office Department or sending by letter registered for acknowledgement of any notice, letter or other

communication to the contractor shall be deemed sufficient service thereof upon the contractor in writing as may be changed at any time by an instrument executed by the contractor and delivered to the Executive Engineer.

Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the contractor personally.

B. STATEMENT OF APPROXIMATE QUANTITIES IN SCHEDULE-A

10. Tenderers must satisfy themselves by a personal examination of the site of the proposed work, by examination of the plans and specifications and by other means as they prefer as to the accuracy and sufficiency of quantities and all conditions affecting the work and shall not at any time after the submission of their tender, dispute or complain of such statement of quantities nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done nor in consequence apply for extension of time for completion beyond the agreement date.
11. Approximate not to mean deviation from drawings and specifications: This declaration of the approximate nature of the statement of quantities in Schedule-A does not, however, in any way imply that the quantities will be increased for departure by the contractor from strict compliance with sanctioned drawings and specifications to suit his own convenience or reduce his costs.
12. To compare tenders: The details in Schedule-A are given "for a uniform comparison of lump sum tenders and the tenders are compared and evaluated in accordance with **IT 29 of Section -II**".

C.DRAWINGS AND SPECIFICATIONS

13. Purpose: The contract drawings if any read together with the contract specification are intended to show and explain the manner of executing the work and to indicate the type and class of material to be used.
14. **Conformance:**
 - a) The works shall be carried out in accordance with the directions and to the reasonable satisfaction of the Executive Engineer, in accordance with the drawings and specifications, which form part of the contract and in accordance with such further drawings, details and instructions, supplementing or explaining the same as may from time to time be given by the Executive Engineer.

- b) If the work shown on any such further drawings or details, or other work necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor, of a nature which the schedule rate in the contract does not legitimately cover, he shall before proceeding with such work, give notice in writing to this effect to the Executive Engineer. In the event of the Executive Engineer and the contractor failing to agree as to whether or not there is any excess rate to be fixed and the Executive Engineer deciding that the contractor is to carry out the said work, the contractor shall accordingly do so, and the question whether or not there is any excess, and if so the amount thereof, shall, failing agreement, be settled by an arbitrator as provided in the arbitration clause, unless the subject is one which is left to the sole discretion of the Executive Engineer under the clauses of this preliminary specification, and the contractor shall be paid accordingly.
- c) It shall be the responsibility of the contractor to give timely notice to the Executive Engineer, regarding anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, or any error or discrepancy in drawings or specifications and obtain his order thereon. Figured dimensions are to be taken and not those obtained from scaling the drawings. In any discrepancy between drawings and specifications, the latter shall prevail. In any such case or in case any feature of the work is not fully described and set forth in the drawings and specifications, the contractor shall forthwith apply to the Executive Engineer for such further instructions, drawings, or specifications as he requires, it being understood that the subject is to be dealt with under building procedure of best modern practice. The Executive Engineer will furnish the further instructions, drawings, or specifications, if in his opinion, they are required by competent workmen, for the proper execution of the work.

15 Variations by way of modifications, omissions or additions:

- a) 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 authorised and directed by the Executive Engineer in writing.
- b) The Executive Engineer shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such order shall not operate to annul those portions of the specifications with which said changes do not conflict.

16. Copies of drawings and specifications: One copy of the available drawings and specifications for (apart from the A.P.S.S. a copy of which the contractor should purchase for his reference) shall be furnished free of cost to the contractor for

his own use. Such copies and copies of supplementary details furnished by the Executive Engineer shall be kept on the work until the completion thereof, and the Executive Engineer shall at all times have access to them.

17. Signed drawings - No authority to the contractor: No signed drawing shall be taken as in itself an order for variation, unless either it is entered in the agreement schedule of drawings under proper attestation of the contractor and the Executive Engineer, or unless it has been sent to the contractor by the Executive Engineer with a covering letter confirming that the drawing is an authority for variation for the contract under reference.
18. Finished sizes: The whole of the specified or figured dimensions or drawings are to be finished sizes, after dressing or planning or cutting, subject however to the condition that, unless marked "net," 1.5mm will be allowed for planning for each planed finished surface of wood work, when the contractor is permitted to use carefully sawed market size cut scantlings. This allowance will only be permitted in the case of sections 15mm thick or over. The figure dimensions of masonry walls and reinforced concrete are exclusive of the thickness of plaster or skirting or cement or wall linings, unless otherwise specifically stated.

D. MATERIALS AND WORKMANSHIP

19. To be the best quality: All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specification and schedule, materials being obtained from sources approved by the Executive Engineer. The word "best" as used in these specifications shall mean, that in the opinion of the Executive Engineer there is no superior quality of material or finish of articles on the market and that there is no better class of workmanship available for the nature of the particular item described in the contract schedule. The contractor shall, upon the request of the Executive Engineer, furnish him with the vouchers to prove that the materials are such as are specified. Samples of materials shall be furnished at the contractor's expense to the Executive Engineer when called for in the tender notice or ordered to be furnished by the Executive Engineer prior to execution of any work.
20. Conventions for proportions: Wherever the proportions are written by figures without further description and there the meaning is otherwise clear as to which figures is intended to apply to each material, then the usual conventions will be understood to apply:

For example:

1:2 means 1 cement and 2 sand;

1:2:4 means 1 cement, 2 sand, and 4 broken stone (or other aggregate in accordance with the context).

21. Measurement and mixing: In the case of loose materials such as lime, sand, cement broken stone, surki, mortar, etc., the proportions demanded by the specifications must be measured in properly constructed measuring boxes or weightment, or in such other manner as shall be instructed by the Executive Engineer. Measurement is not to be done in loose heaps when intimate mixtures such as mortar, concrete, etc., are to be formed. The mixing must always be done on closely constructed platforms so that there will be no leakage of any of the materials through the floor of the platform and also so that no foreign material can be incorporated during the mixing. These platforms must be approved by the Executive Engineer. The cost of such measuring boxes and platforms and all the work referred to herein shall be borne by the contractor.
22. Data: The materials and labour utilised in the execution of work by the contractor shall not be less than that given in the A.P. P.W.D. standard data for the relevant item.
23. Layout of material 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 Executive Engineer. He shall submit, for the approval of the Executive Engineer, before starting work, a detailed site survey clearly indicating positions and areas where materials shall be stacked and sheds built.
24. The Contractors have to make their own arrangements for supply of all the construction materials such as cement, reinforced steel, H.T. wire, M.S. structural, M.S. pipe, etc. Further the contractor shall be responsible for payment of applicable duties and taxes, insurance, transport etc.
25. Contractor liable for materials supplied by Government: The contractor shall be responsible for all material and other articles and things which may be supplied by Government from the time he takes delivery thereof and shall use them only for the purposes of this contract and shall make good any loss, damage, wastage or undue wear and tear that may take place from whatever cause and pay to Government for such loss, damage, wastage or undue wear and tear such sum as the Executive Engineer may determine.

26. Test inspection and rejection of defective material and work:
- a) The contractor shall provide proper facilities at all times, for the testing of materials, and inspection of the work by the Executive Engineer, and the Executive Engineer shall accordingly also have access at all times to the place of storage or manufacture where materials are being made for use under the contract to determine that manufacture is proceeding in accordance with the drawings and specifications.
 - b) The contractor shall, upon demand, also forward for the Executive Engineer's inspection, test certificates supplied by the vendors, when he is purchasing consignments of cement, steel and other materials in respect of which such certificates are usually available.
 - c) The Executive Engineer shall have power to reject at any stage, any work which he considers to be defective in quality of material or workmanship and he shall not be debarred from rejecting wrought materials by reason of his having previously passed them in an un-worked condition. Any portion of the work or materials rejected or pronounced to be inferior or not in accordance with the drawings and specifications, shall be taken down and removed from the work-site at the contractor's expense, within 24 hours after written instructions to that effect have been given by the Executive Engineer. Replacement shall at once be made in accordance with the specifications and drawings, at the contractor's expense. In case of default on the part of the contractor to carry out such orders, the Executive Engineer shall have power to employ and pay other persons to carry out the orders at the contractor's risk and all expenses consequent thereon and incidental thereto shall be borne by the Contractor. In lieu of rejecting work not done in accordance with the contract, the Executive Engineer may allow such work to remain, and in that case shall make such allowance for the difference in value, as in his opinion may be reasonable.
 - d) Works opened for inspections: The contractor shall at the request of the Executive Engineer, within such time as the Executive Engineer shall name, open for inspection any work covered up; and should the contractor refuse or neglect to comply with such a request, the Executive Engineer may employ workmen to open up the same. If the said work has been covered up in contravention of the Executive Engineer's instructions, or if on being opened up, it be found not in accordance with the drawings and specifications or the written instructions of the Executive Engineer, the expenses of opening it and covering it up again, whether done by the contractor or such other workmen, shall be borne by, or recovered from the contractor. If the work has not been covered up in contravention of such instructions, or if on being opened up it be found to be in accordance with the drawings and specifications or the written instruction of the Executive

Engineer, then the expense aforesaid shall be borne by the Government and shall be added to the contract sum, provided always that in the case of foundations, or any other urgent work so opened up and requiring immediate attention, the Executive Engineer shall, within reasonable time after the receipt of a notice from the contractor that the work has been so opened, make or cause the inspection thereof to be made, and at the expiration of such time if such inspection shall not have been made, the contractor may cover up the same, and shall not be required to open it up again for inspection except at the expense of Government.

- e) The Contractor has to make arrangements for the inspection of all materials including Civil, Mechanical and Electrical items at the Government laboratories/Universities and all the costs towards testing of materials including Civil, Mechanical and Electrical items shall be borne by the contractor. The testing of materials shall be made as per the relevant I.S Specifications and as instructed by the Engineers/consultant of the Greater Visakhapatnam Smart City Corporation Limited at site .

f) Expenses of the Managing Director / Superintending Engineer, Engineer or Engineer's representative for testing of material :

The cost to be incurred towards travel charges including Boarding and Lodging expenses for the visit of the Managing Director / Superintending Engineer/Engineer/Consultant of Greater Visakhapatnam Smart City Corporation Limited or the Engineer's representatives for the tests specified in the contract shall be borne by the Contractor. Within India, the mode of travel shall be by rail in first class or A.C. 2 Tier in the case of officers' up to Engineer or his representative and by air in the case of Superintending Engineer or Managing Director . Outside the country it shall be by Air from Visakhapatnam for any officer. Lodging and Boarding shall be not less than three star for stay within India and for stay outside the country, it will be of appropriate class. Cost towards repetition of tests shall be borne by the contractor. Similarly, the cost incurred by Greater Visakhapatnam Smart City Corporation Limited for the visits made where tests could not be conducted due to non-readiness/Non compliance of the specification of equipment and material shall be recovered from contractor.

27. Defects, shrinkage, etc., after completion: Any defects, shrinkage or other faults which may appear within defect liability period arising, in the opinion of the Executive Engineer, from faulty materials or workmanship not in accordance with the drawings and specifications or the instructions to the Executive Engineer, shall, upon the directions in writing of the Executive Engineer, and

within such reasonable time as shall be specified therein, be amended and made good by the contractor at his own cost, unless the Executive Engineer shall decide that the contractor ought to be paid for the same at the rates agreed or such reduced or other rates as the Executive Engineer may fix and in case of default, the Executive Engineer may employ and pay other persons to amend and make good such defects, shrinkage or other faults or damage, and all expense consequent thereon and incidental thereto shall be borne by the contractor.

28. Executive Engineer's decision: To prevent disputes and litigation, it shall be accepted as an inseparable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specifications, mode of procedure, and the carrying out of the work, the decision of the Executive Engineer shall be final and binding on the contractor, and in any technical question which may arise touching the contract, the Executive Engineer's decision shall be final and conclusive. In the case of any difference between Executive Engineer and contractor on matters regarding materials, workmanship, removal of improper work, interpretation of contract drawings and contract specifications, mode of procedure and the carrying out of the work, the contractor shall have a right of appeal to the next higher authority viz., the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited of the circle, and the decision of the latter shall be final and conclusive.
29. Dismissal of Workmen: The contractor shall, on the request of the Executive Engineer, immediately dismiss from the works any person employed thereon who may, in the opinion of the Executive Engineer, be incompetent or misconduct himself, and such person shall not be again employed on the works without the written permission of the Executive Engineer, but the contractor may appeal to the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited of the circle against such dismissal.
30. Contractor's maistri or agent and Contractor's staff: The contractor shall, in his own absence keep constantly on the works a competent maistri or agent, and any directions or explanations given by the Executive Engineer or his representatives to such maistri or agent shall be held to have been given to the contractor.

The Contractor shall further provide all staff which is necessary for the supervision execution and measurement of the work to ensure full compliance with the terms of the contract. The Contractor irrespective of his class, shall be

required to employ as follows, technical personnel on each work costing more than Rs.50,000/- under the contract, at his own cost.

<u>COST OF WORK</u>	<u>SUCH OF TECHNICAL STAFF</u>
From Rs.50,000/- to Rs.1.00 Lakh.	One ITI Certificate holder.
From Rs.1.00 Lakh to Rs.5.00 Lakhs.	One Diploma holder.
From Rs.5.00 Lakh to Rs.15.00 Lakhs.	One Graduate Engineer or Two Diploma holders
Above Rs.15.00 lakhs	One Graduate Engineer and One Diploma holder

The appointment of the staff shall be on full time basis and they shall be available at work site during working hours personally checking all items of works and paying special work as may demand special attention i.e., Reinforced Cement Concrete work etc. and also whenever required by the Engineer in-charge to enforce instructions.

In case of failure of the Contractor to employ technical staff as above, recovery shall be made from his bills at the following rates.

<u>Cost of Work</u>	<u>Rate of recovery</u> <u>per Month</u>
1. Between Rs.50,000/ and Rs.1.00 Lakh.	Rs. 4,000/-
2. Rs.1.00 Lakh to Rs.5.00 Lakhs.	Rs. 5,000/-
3. Rs.5.00 Lakhs to Rs.15.00 Lakhs.	Rs. 6,000/-
4. Rs.15.00 Lakhs and above	Rs. 10,000/-

The Contractor shall inform the Greater Visakhapatnam Smart City Corporation Limited in case there is any change in any of their technical staff for any reasons.

Each member of the technical staff shall submit a declaration form (enclosed) before entering into agreement with Greater Visakhapatnam Smart City Corporation Limited .

The Contractor shall also furnish with the tender the details of technical staff proposed to be employed in the form appended to the tender.

31. Greater Visakhapatnam Smart City Corporation Limited . maistries or agents: The Greater Visakhapatnam Smart City Corporation Limited . may be represented on the works by an agent, clerk of the works, or maistri who is not borne on the official list of officers and subordinates of the GVSCCL. He (if appointed) shall, in the absence of the Executive Engineer, furnish the contractor with the Executive Engineer's or his representative's instructions and directions as to the progress and execution of the works and the contractor shall duly comply with such instructions and directions and shall, on the written requisition of the maistri, clerk of works or agent, stay the further progress of any portion of the works which in his judgement is being constructed with unsound or improper materials or workmanship, until the opinion and determination of the Executive Engineer shall be obtained thereon, but such maistri, clerk of works or agent, is to have no power whatever to order any extra works or deviation from the specifications and drawings.

E. INCLUDED IN THE CONTRACT RATES

The items mentioned in this section 'E' are to be provided by the contractor and are therefore to be allowed for in his contract rates for the various items of work in the contract schedule, notwithstanding any contrary manual procedure claimed by the contractor, unless there are definite superseding instructions in the specifications relating to the contract in question.

32. Defining contract schedule rates: The rate entered in a contract schedule for any class of work shall be for finished work in situ and shall include all contingent expenses whether direct construction expenses involved in the building in place in accordance with the drawings and specifications, or whether they be expenses imposed by an outside authority such as a local body. Such contingent expenses shall not entitle the contractor to claim an extra in respect thereof.
33. Carriage: (a) Rates for finished work shall always include the cost of conveyance and all leads, lifts, loading, unloading and stacking in the manner and at the place ordered by the officer in immediate charge of the work, unless circumstances necessitate provision for a separate schedule item, in which case such will be specified in the tender notice or schedule. When materials are supplied by GVSCCL, the place of supply shall be specified in the Descriptive Specification Sheet mentioned in the Tender Notice and no extra payment will be made for conveyance, leads lifts, loading, unloading or stacking. If the place of supply is not so specified, the parties intending to tender should obtain the information from the Executive Engineer before tendering. Otherwise, the absence of information in regard to place of supply will not entitle the contract to any extra payment.

(b) Wherever the term “carriage” or “conveyance” is used in a schedule item, it shall, in the absence of other schedule provision or modifying description in the specification, be taken to include all leads, lifts, loading, unloading and stacking in uniform stacks to the satisfaction of the Executive Engineer, with careful attention to close packing in the case of materials which are to be measured in stacks as a basis of payment for finished work.

Note: In the case of important leads and lifts as may occur in River Conservancy and other such works, where lifts over flood banks and long leads may be involved, it is usual to make separate schedule item provision with a specification defining the exact work to be done for each tendered rate. Payment for carriage will ordinarily be by bulk or weight at a mileage rate between specified places and on the basis of the method adopted in the standard schedule of rates for carriage of materials. The distance will be measured by the nearest practicable and cheap route whether metalled or unmetalled road or cart-track.

(c) When carts or vehicles of any sort are engaged by the day, the quantity of material to be conveyed, the distance to be travelled and the number of trips to be made shall, if he considers it necessary, be fixed by the Executive Engineer.

(d) The contractor is responsible for making good all loss in transporting materials entrusted to him or his agents, whether caused by wastage, breakage, theft, or any other cause.

(e) No payment shall, in any case, be made for the return trip with carts empty. Where there are loads also for the return trip, the agreement rates should allow for the reduced cost thereby on each set of materials so conveyed.

34. Construction Plant : The contractor shall include in his tendered price, and shall provide and install all necessary construction plant and shall use such methods and appliances for the performance of all the operations connected with the work embraced under the contract as will secure a satisfactory quality of work and rate of progress which, in the opinion of the Executive Engineer, will ensure the completion of the work within the time specified. If at any time before the commencement, or during the progress of the work, or any part of it, such methods or appliances appear to the Executive Engineer to be insufficient or inappropriate for securing the quality of the work required, or the said rate of progress, he may order the contractor to increase their efficiency, or to improve their character, and the contractor shall comply with such orders; but the failure of the Executive Engineer to demand such increase of efficiency or improvement shall not relieve the contractor from his obligation to secure the quality of work and the rate of progress required by the contract, and the contractor alone shall be responsible for the efficiency and safety of his plant, appliances and methods.

If the department intends to supply any tools and plant to the contractor on hire, the details of such tools and plant, the hire charges leviable and the terms of hiring them should invariably be specified in the tender schedules and in the agreement, and the same should not be varied during the contract period. If, however, the department is not able to supply any of the tools and plant indicated in the agreement, the contractor shall claim no compensation but can only claim reasonable extension of contract time. If any other tools and plant, that are available with the department but are not indicated in the agreement, are supplied to the contractor during the course of the work, the hire charges and conditions of hire prevailing in the department at the time of actual supply shall be applicable.

35. Scaffolding instructions: All requisite scaffolding shall be provided at the contractor's expense and shall be double, i.e., it must have two sets of upright supports. Care must be taken to ensure the safety of the work people and the contractor must comply with such instructions as the Executive Engineer may issue to ensure such safety. The contractor will be entirely responsible for any damage or injuries to persons or property resulting from ill-erected scaffolding, defective ladders, or otherwise arising out of his default in this respect.
36. Temporary structures: The contractor shall erect and maintain at his own cost temporary weather-proof sheds at such places and in a manner approved by the Executive Engineer for keeping materials under cover. The contractor shall also provide and maintain at his own expense such temporary fences, guards bridges and roads as may be necessary for the execution of his contract work or for safeguarding or accommodating the public. If the Executive Engineer shall order any departure from any arrangements made by the contractor, the contractor shall comply with such orders as the Executive Engineer may issue to safeguard or accommodate the public. Sheds for housing workmen shall be provided at the contractor's expense, if in the opinion of the Executive Engineer such are necessary or desirable.
37. Water and lighting: The contractor shall pay fees and provide water and light as required from Municipal mains or other sources, and shall pay all charges therefor (including storage tanks, meters, etc.) for the use of the works and workmen, unless otherwise arranged and decided on, in writing, with the Executive Engineer. The water for the works shall satisfy the physical and chemical standard as per IS 456.
38. Latrines for work people: The contractor shall provide and erect, prior to the commencement of work, sufficient latrines for the use of the workpeople, male and female, and shall keep the same disinfected and clean at all times during

the progress of the works, and shall remove the same, disinfect the ground and make good all damage on the completion of the work.

39. Sun protection, keeping dry and pumping: The contractor shall at his own expense arrange all requisite protection of the work and materials against sun or rain effects and shall keep all portions of the work free from water to the satisfaction of the Executive Engineer and shall use his own plant for the purpose, unless otherwise specifically provided in the contract specifications.
40. Seigniorage charges will be recovered as per G.O.M.S No 100Dt.31.10.2015 of Industries and commerce (M-I) Department.

Setting out works: The Contractor shall be responsible for the true and proper setting out of the works at his own cost in relation to original points, lines and levels of reference proposed by the Contractor and approved by the Executive Engineer in writing and for the correctness of the position, levels, dimensions and alignment of all part of the works and for the provisions of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor, on being required so to do by the Executive Engineer or his representative, shall at his own cost rectify such error to the satisfaction of the Executive Engineer or his representative. The checking of any setting out or of any line or level by the Executive Engineer or his representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in the setting out the works.

42. Cleaning up during progress and for delivery pollution of the site and its environs: The Contractor shall make every effort to ensure the cleanliness of the site and shall take all steps necessary to prevent the pollution of the site and the surrounding environment through the adoption of appropriate working policies and procedures. Particular care shall be taken to control the following :
 - (a) pollution of the air: especially: excessive noise, the lighting of open fires, release of dust and other materials from open vehicles, e.g. soil (preferably by covering all such vehicles), and poor quality exhaust emissions from mechanical plant
 - (b) the pollution of the ground, water resources and water services, especially the spillage of fuel and other polluting materials, careless disposal of solid waste, the puncturing of drains and drain connections, etc.
 - (c) inadvertent disposal of waste in the surrounding areas, such as dust and other

materials, blown by the wind e.g. paper, and/or mud and other materials dropped onto roads and foot ways by vehicles, including mud and dust from vehicles leaving the site etc.

The waste and surplus materials generated by the works shall be disposed of regularly, according to the requirements of the GVSCCL , the local pollution control authorities and any other statutory body with responsibilities for pollution and waste disposal in the area.

Any permits required shall be obtained by the Contractor prior to disposal of the waste.

The Contractor shall inform the Executive Engineer / Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited in writing of the disposal locations and methods he proposes to use, supported by the relevant documentation. The Executive Engineer / Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited shall not normally object to such proposals provided the statutory requirements have been met. Any disposal of waste and surplus materials on-site shall only be as agreed with the Executive Engineer / Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited prior to any application to the relevant authorities.

All of works including surface and soil and sewers shall be cleaned and put in a thoroughly complete, clean sound and workman like state to the satisfaction of the Executive Engineer before the work is finally handed over, all rubbish and surplus materials not required by the Executive Engineer having first been removed by the contractor. The contractor shall give notice in writing to the Executive Engineer when the work is so ready to be handed over, and shall be responsible for its maintenance until it is taken over by the Executive Engineer. The Executive Engineer should take over the work within one month of such notice from the Contractor, if the work has been satisfactorily completed in terms of the agreement.

F. RESPONSIBILITIES AND LIABILITIES OF THE CONTRACTOR

Explanation: This section sets forth some responsibilities which the contractor shall assume in addition to those mentioned in other sections of this “Preliminary Specification” – under every contract which he enters into, with the Andhra Pradesh Greater Visakhapatnam Smart City Corporation Limited and he should therefore calculate his unit prices for schedule items of work accordingly.

43. Observance of laws – Local regulations and notices – Attachments: The Contractor shall conform to the regulations and bye-laws of any local authority and/or of any water or lighting companies with whose systems the structure is

proposed to be connected and shall, before making any variations from the drawings or specification that may be necessitated by so conforming, give to the Executive Engineer written notice, specifying the variations proposed to be made and the reasons for making them, and apply for instructions thereon. In case, the contractor shall not receive such instructions within seven days, he shall proceed with the work, conforming to the provision; regulation or bylaw in question; and any variations in the drawings or specifications so necessitated shall be dealt with under clause 63. The contractor shall give all notices required by the said Acts, regulations or bye-laws and pay all fees in connection therewith, unless otherwise arranged and decided on in writing with the Executive Engineer. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contract. In every case referred to in this clause, the contractor shall protect and indemnify Greater Visakhapatnam Smart City Corporation Limited against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, decree, or attachment, whether by himself or by his employees.

44. Accidents-Hoarding, Lighting Observations – Watchmen:

- (a) When any works are being carried out in public areas and when excavations have been made or obstacles have been put in public thorough fares or in places where there is any likelihood of accidents, the contractors shall adopt appropriate working arrangement and shall comply with any requirement of law on the subject, and shall provide suitable hoarding, lighting and watchmen as necessary. The contractor shall also take particular steps to provide reasonable access to private property and / or public buildings in the vicinity of the works and ensure the safety of these accesses at all times during the duration of the works.
- (b) It shall be the contractor's sole responsibility to protect the public GVSCCL Staff and his employees against accident from any cause and he shall indemnify Greater Visakhapatnam Smart City Corporation Limited against any claims for damages for injury to person or property, resulting, from any such accidents; and shall where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against any claims there under.
- (c) On the occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall, within 24 hours of the happening of such accident, intimate in writing to the concerned

Assistant Engineer/ Assistant Executive Engineer of the Greater Visakhapatnam Smart City Corporation Limited , the fact of such accident. The contractor shall indemnify Greater Visakhapatnam Smart City Corporation Limited against all loss or damage sustained by Greater Visakhapatnam Smart City Corporation Limited resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Greater Visakhapatnam Smart City Corporation Limited as a consequence of Greater Visakhapatnam Smart City Corporation Limited 's failure to give notice under the Workmen's Compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.

- (d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Greater Visakhapatnam Smart City Corporation Limited as principal it shall be lawful for the Executive Engineer to retain out of monies due and payable to the contractor such sum or sums of money as may in the opinion of the said 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.
- (e) The Contract shall maintain a basic set of first aid supplies in a readily accessible place on the site under the care of a responsible person who shall be readily available at all times of work on the site. The supplies shall include first aid appliances and adequate supplies of antiseptics, sterilized dressings and sterilized cotton wool.

45. Blasting: Blasting executed by contractors in connection with Government / Greater Visakhapatnam Smart City Corporation Limited works shall be carried out in the manner described under "Technical Specifications".
46. Protections of adjoining and existing premises and services: The contractor is to protect the whole of the adjoining and, where necessary, the existing premises, and all works and all fittings to all buildings on and adjoining the site against structural and decorative damage caused by the execution of these works and make good in all respects all such damage done or occurring to the same, and leave such reinstatement in perfect order. He is also to make good any damage done in the execution of the work to existing public or priGSTe footways or roadways. Payment shall be made to the Contractor for reforming the roads / footways.

The Contractor shall also be responsible for the identification and protection of any existing services that may be affected by the works, including the adoption of any working procedures that may be necessary to comply with this condition, and including the protection from accidental damage by third parties. Any costs associated with the adoption of these procedures shall be included in the Contractor's rates for the work in Part I of the Bill of Quantities (Schedule A).

Where a service owned by a statutory service provider is damaged the Contractor shall immediately inform the Engineer and the service provider, so that steps may be taken to ensure rapid restoration of the service. Any charge(s) made by any service provider for the restoration of any service damaged and/or the Contractor failing to report any such damage and/or carrying out any unauthorised repair shall be borne by the Contractor.

47. Permit other Workmen-Co-operation-Afford facilities: The Executive Engineer shall have full power to send workmen upon the premises to execute fittings and other works not included in the contract, for whose operations the contractor is to afford every reasonable facility during ordinary working hours, provided that such operations shall be carried on in such a manner as not to impede the progress of the work included in the contract, but the contractor is not to be responsible for any damage which may happen to or be occasioned by any such fittings or other works, provided he complies with the Executive Engineer's instructions in connection therewith, and provided that the damage is not caused by himself or his workmen.
The contractor shall, to all times, co-operate, assist, attend on, and afford facilities for such specialist as may be employed by the Executive Engineer on other works in connection with the building, allowing them, free of charge, the use of all plant, light and water installed in the works. The contractor shall also cause such special work or protect it as instructed to avoid injury during progress of the works. For failure so to protect, the contractor must make good any damage caused.
48. Holes for water service, gas, electrical, and sanitary fittings: The contractor shall leave all holes in masonry and floors for the insertion of water services, gas, and electrical connections and sanitary fittings in the exact positions indicated by the Executive Engineer during the progress of the work. These holes must be properly built up, in a workman like manner, at the contractor's cost, as soon as the fittings have been installed, in cases where the installations are made during the construction of the building and where, in the opinion of the Executive Engineer, delays in settlement of accounts will not thereby occur.
49. Contractor's risk and insurance: The work executed by the contractor under the contract shall be maintained at the contractor's risk until the work is taken over by the Executive Engineer. The contractor shall accordingly arrange his own

insurance against fire and other usual risks during such period unless otherwise specified:

Provided however that the contractor shall not be liable for all or any loss or damage occasioned by or arising out of acts of God, and in particular unprecedented flood volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies' hostilities or warlike operations (before or after declaration of war) rebellion, military or usurped power.

- 50.1 Employer's and Contractor's Risks: The employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 50.2 Employer's Risks: The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the works, other than the Contractor's design.
- 50.3 Contractor's Risks: All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.
- 50.4 Insurance: The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles for the following events which are due to the Contractor's risks:
- (a) loss or damage to the Works, Plant and Materials;
 - (b) loss or damage to Equipment;
 - (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contractor; and
 - (d) personal injury or death.
- 50.4.1 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 50.4.2 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employee has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 50.4.3 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.
- 50.4.4 Both parties shall comply with any conditions of the insurance policies.
51. Holidays: No work shall be done in Sundays without the written permission of the Executive Engineer or of the officer in charge of the work, and contractor shall comply with the provisions of the Factory Act, if and so far as the same are applicable.

G. MISCELLANEOUS

52. Sand and gravel: The contractor shall not make any excavation upon the site for the purpose of obtaining gravel, sand or soil other than that shown on or implied by the drawings, except with the previous permission of the Executive Engineer.
53. Old curiosities: All old curiosities, relics, coins, minerals, etc., found in excavating or pulling down, shall be the property of the Government and be handed over to the Executive Engineer. Should any ancient masonry or other old work of interest be opened up, the Executive Engineer's attention shall be called to the same before demolition or removal.
54. Assignment or sub-letting: The contractor shall not, without the written consent of the Executive Engineer, assign the contract or sub-let any portion of the same. Ordinarily no sub-letting will be permitted, but in case such should be permitted by the Executive Engineer, it shall in no way free the contractor from any of his responsibilities under any clause of this Preliminary Specification or of the "Articles of Agreement".
55. Specialists: The Executive Engineer shall, during the progress of the work, have power to select, nominate or recommend tradesmen or specialists to supply material or execute such portion of the work as he may consider desirable in the interests of the Greater Visakhapatnam Smart City Corporation Limited .

56. Ratification of the orders of the Executive Engineer: Should the acceptance of the tender beyond the authorised powers of the Executive Engineer as laid down in the GO.Ms.No.132, Transport, Roads & Buildings (RI) Department dt.11-8-2000/ and GO.Ms.No.23, Irrigation & Command Area Development (PW:COD) Department, dated 5-3-99, the orders and decision of such Executive Engineer with regard to extension of time for completing the contract or the termination of the contract or of the employment of specialists for certain portions of the work as described in the previous clause will be subject to the ratification of the higher authority who entered into the agreement.
57. Order book: An order book shall be kept at the Greater Visakhapatnam Smart City Corporation Limited Office on the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Greater Visakhapatnam Smart City Corporation Limited 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, Greater Visakhapatnam Smart City Corporation Limited 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.

H. DATE OF COMMENCEMENT, COMPLETION, DELAYS, EXTENSIONS, SUSPENSION OF WORK AND FORFEITURE.

58. Date of commencement and completion: On notification of possession of the site (or premises) being given to the contractor by letter registered for acknowledgement as provided in clause 10 Supra, he shall forthwith begin the work, shall regularly and continuously proceed with them, and shall complete the same (except for painting or other work which, in the opinion of the Executive Engineer, it may be desirable to delay) by the date of completion as defined in "Articles of Agreement", subject, nevertheless, to the provisions of extension of time mentioned in the next clause. The contractor shall under no circumstances be entitled to claim any damages from Government if he incurs any expense or liabilities to payment under the contract before the date of commencement defined above. The contractor shall have the right to withdraw from the contract and obtain refund of his security deposit if such intimation of handing over the site is delayed more than two months from the date of acceptance of the agreement by competent authority.

The Contractor shall furnish the programme of works (rate of progress) while tendering for the work to complete the work in time. The programme shall be revised at two monthly intervals depending upon the programme of work and should include a chart of the principal quantities of works forecast for execution monthly and a schedule of payments expected to be made to the Contractor by the Greater Visakhapatnam Smart City Corporation Limited . The whole of the works(100%) shall be completed within 5 **months** from the date of signing of the contract duly completing all necessary connected works(civil, mechanical and electrical) from the date of signing of the contract.

59. 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 hereinafter defined. Reasonable extension of time will be allowed by the Executive Engineer or by the officer 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 of 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, Greater Visakhapatnam Smart City Corporation Limited 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 authorised 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.

60. Delays in commencement or progress or neglect of work and forfeiture of earnest money, security deposit and withheld amounts:
- (a) Time shall be considered as of the essence of the contract. If, at any time, the Executive Engineer shall be of the opinion that the contractor is delaying commencement of the work or violating any of the provisions of the contract or is neglecting or delaying the progress of the work as defined by the tabular statement "Rate of Progress" in "Articles of agreement", he shall so advise the contractor in writing and at the same time demand compliance.

If the contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then, or at any time there after, be lawful for the Executive Engineer to determine the contract, which determination shall carry with it the forfeiture of the Security deposit and the total of the amount withheld under 68 below, together with the value of such work as may have been executed and not paid for, or such proportion of such total sums, as shall be assessed by the Executive Engineer. However, any authority higher in rank than the Executive Engineer may, in his absolute discretion, waive or modify any penalty or forfeiture imposed by the Executive Engineer, under the provisions of this clause.

- (b) If, however, the Executive Engineer notwithstanding the failure of the contractor to comply with the demand referred to in sub-clause (a) of this clause or failure to maintain the "Rate of Progress" specified in the "Articles of Agreement" plus any extension of time that may have been allowed to the contractor as defined in clause 59 supra, shall permit the contractor to proceed with the whole or part and continue and complete the whole or such part of the work, such permission shall not be deemed to be a waiver in any respect by the Executive Engineer of the right of forfeiture under this clause: Provided however that any such forfeiture under this sub-clause shall not exceed 5 per cent of the total of the contract amount: Provided however that any authority higher in rank than the Executive Engineer may in his absolute discretion waive or modify any penalty or forfeiture imposed by the Executive Engineer under the provisions of this clause.
- (c) It shall be a further right of the Executive Engineer, under this clause, at any time the "Rate of Progress" in the agreement is not maintained, to give any part of the work to any other contractor at his discretion, in order to maintain the "Rate of progress". Upon the completion of that part of the work that is withdrawn, the Executive Engineer shall certify the amount of expenditure incurred by the department for getting it completed by another contractor or contractors. Should the amount so certified be less than the amount, which would have been due to the contractor on the completion of that part of the work by him, the difference shall not be paid to the contractor. Should, however the former exceed the latter, the difference shall be recovered from the contractor by the Greater Visakhapatnam Smart City Corporation Limited , provided however that such a recovery shall not exceed 5% of the total finished contract amount.

61. Suspension of the works by the Contractor:- If, the contractor (except on account of any legal restraint not occasioned by his own willful act or default or orders from Greater Visakhapatnam Smart City Corporation Limited / Government preventing the continuance of the extension of time has been sanctioned by competent authority) shall suspend the works, or sublet the work

or a portion thereof without sanction of the Executive Engineer, or in the opinion of the Executive Engineer, 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, the Executive Engineer shall have power to give notice in writing to the contractor requiring that the works be proceeded with in accordance with the terms of the contract. Such notice shall not be unreasonable, or vexatiously given, and must signify that it purports to be a notice under the provisions of this clause, and must specify that act or default on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site or the works, or from the ground contiguous thereto, any plant or materials belonging to him, which shall have been placed thereon for the purpose of the work; and Greater Visakhapatnam Smart City Corporation Limited shall have a lien upon all such plant and materials, to subsist from the date of such notice being given until the notice shall have been complied with. The Greater Visakhapatnam Smart City Corporation Limited shall have power to post watchmen at the site of the works and or the ground contiguous thereto in order to prevent the removal of any plant or materials upon which the Greater Visakhapatnam Smart City Corporation Limited shall have a lien. If the contractor shall fail, for fourteen days after such notice has been given, to comply with the same to the satisfaction of the Executive Engineer as certified by him in writing, Greater Visakhapatnam Smart City Corporation Limited may enter upon and take possession of the works and site, and of all such plant and materials thereon (or on any ground contiguous) and all such plant and materials as above mentioned shall thereupon be at the disposal of Greater Visakhapatnam Smart City Corporation Limited absolutely, for the purpose of completing the work. If Greater Visakhapatnam Smart City Corporation Limited shall exercise the above power to enter upon the works and take possession of the works, plant and material they may engage any other person to complete the works, and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person nominated by him may have access at all reasonable times to inspect, survey and measure the works already executed by him. And Greater Visakhapatnam Smart City Corporation Limited shall thereupon take such steps as they may consider necessary for completing the works without undue delay or expense, using for that purpose the plant and materials above mentioned and obtain such additional plant and materials the Executive Engineer shall decide is necessary for the due execution and completion of the work. Upon the completion of the works, the Executive Engineer shall certify the amount of the expenses properly incurred consequent on, and incidental to, the default of the contractor as aforesaid and in having the works completed by other persons, having credited the contractor with the value of the materials utilized as aforesaid. Should the amount so certified be less than the amount which would have been due to the contractor on the completion of the works by him, the difference shall not be liable to make any payment to the contractor on account of the use of such

plant for the completion of the works under the provisions herein before contained. Greater Visakhapatnam Smart City Corporation Limited may at any time give notice in writing to the contractor to remove any of his plant or materials are not removed within fourteen days after notice shall have been so given. Greater Visakhapatnam Smart City Corporation Limited may remove and sell the same, holding the proceeds less the cost of removal and sale, to the credit of the contractor.

In case Greater Visakhapatnam Smart City Corporation Limited shall exercise the power contained in this clause and shall complete the works by any other person as therein provided, the Executive Engineer, after instituting such inquiries as he may deem fit, with or without notice to the contractor, shall certify what amount (if any) had at the time of the Greater Visakhapatnam Smart City Corporation Limited exercising such power as aforesaid, been reasonably earned or would reasonably accrue to the contractor in respect of work then actually done by him in the premises and such certificate shall be final and binding on the contractor.

Notwithstanding anything contained in clause 50 above, when possession of the work and site is taken by Greater Visakhapatnam Smart City Corporation Limited in exercise of the power contained in this clause the portion of the work actually completed by the contractor in the premises shall be maintained by Greater Visakhapatnam Smart City Corporation Limited at the risk and expense of the contractor until the whole of the work is completed by other agency and possession thereof taken by Greater Visakhapatnam Smart City Corporation Limited .

I - J. PARTICULARS OF PAYMENT

62. Payment on lump-sum basis or by final measurement or unit prices:

- (a) Payment for the work done by the contractor will be made on the basis of the measurements recorded in the measurement books or level field books by an officer not below the rank of a Assistant Engineer and check measured by an officer not below the rank of an Deputy Executive Engineer. The measurements will be recorded at the various stages of the work, while it is in progress, for the proper assessment of the quantities of work done and also after the work is completed or when the contract is determined. The contractor or his authorised agent shall be present at the recording of each set of measurement and check measurement and accept them, then and there, so as to avoid disputes at a later stage. The set of

measurements and check measurements may also be taken by the Department even in the absence of the contractor or his authorised agent, three days after the issue of a notice to the later, in writing of such intention by the department.

- (b) In cases of over-payment or wrong payment made, if any, to the contractor due to wrong interpretation of the provisions of the contract, the Andhra Pradesh Standard specification or otherwise, such unauthorised payment will be deducted in the subsequent bills or final bill of the work, or failing that, from the bills under any other contract with the Greater Visakhapatnam Smart City Corporation Limited / Government or at any time thereafter, from his security deposits available with the Greater Visakhapatnam Smart City Corporation Limited .
- (c) It shall be accepted as a condition of the contract that a payment of the final bill to the contractor less the withheld amount and his acceptance thereof shall constitute a full and absolute release of Greater Visakhapatnam Smart City Corporation Limited from all further claims by the contractor under the contract.

63. Payment for additions and deductions for omissions: The Contractor is bound to execute all supplemental and additional items that are found essential, incidental and inevitable during the execution of the work, at the rates to be worked out as detailed below:

- (a) For all items of work in excess of the quantities shown in schedule – A of the tender the rates payable for such items shall be the standard schedule of rates for the items plus or minus the overall tender percentage accepted by the competent authority.
- (b) For new items which do not correspond to any items in the agreement, the rates shall be the standard schedule rate plus or minus the over all tender percentage.

The terms “Standard Schedule of Rates” used in the above sub-clauses (a), (b) & (c) means the schedule of rates on which the sanctioned estimate was prepared.

- (c) In the event of the Executive Engineer and the Contractor failing to agree on a rate for such supplemental and additional work, the Executive Engineer may, at his option either:
 - (i) employ other parties to carry out the additional work in the same manner as provided for under clause 48,

or

- (ii) the contractor shall execute the work upon written orders from the Executive Engineer and the cost of labour and materials plus 10 percent thereon shall be allowed therefor, provided that the vouchers for the labour and materials employed shall have been delivered to the Executive Engineer or his representative within seven days after such work shall have been completed. If the Executive Engineer considers that payment for such work on the basis of the vouchers presented is unduly high, he shall make payment in accordance with such valuation as he considers fair and reasonable and his decision to the matter shall be final, if the amount involved in the additional payment is Rs.1,000 or less, for each occasion on which such additional works shall have been authorised. If such amount exceeds Rs.1,000, the contractor shall have the right to submit the matter to arbitration under the provisions of the arbitration clause 73:
- (e) If, in the opinion of the Executive Engineer, a rate for the supplemental and additional work is not capable of being properly arrived at prior to execution of the work, or if the work is not capable of being properly measured, then the cost and payment thereof shall be dealt with as provided for in the preceding sub-clause (d) (ii).
64. No payment for unsanctioned extras: It shall be distinctly understood that no payment whatever will be made to the contractor for variations by way of extras in cases where such variations have been made without the written sanction of the Executive Engineer. If any verbal orders are given, the Contractor shall comply the same after they are confirmed in writing by the Engineer. If the verbal orders are not confirmed within one week from the date of issue of verbal orders, the Contractor shall address the Executive Engineer in writing (By Registered Letter duly acknowledged) for confirmation of such orders. If the orders are not confirmed within one week from the date of receipt of the Registered Letter, it shall be deemed that no verbal orders are issued.
65. Accounts, receipts and vouchers: The contractor shall at any time, upon the request of the Executive Engineer furnish him with all invoices, accounts, receipts and other vouchers that he may require in connection with the contract.
66. Fraud, willful neglect or default: No final or other certificate of payment of completion, acceptance or settlement of account shall, in any circumstances, relieve the contractor from his liability for any fraud or willful neglect or default in the execution of the contract or any willful or unauthorised deviations from the drawings, specifications, instructions and directions for the time being binding upon him.
67. **Not used.**

68. **Payments and Certificates:** Payment will be made to the Contractor under the certificate, which will be issued within 14 days from the first day of the each month by the Managing Director Greater Visakhapatnam Smart City Corporation Limited if the contractor maintains the progress of work satisfactorily as per the programme in the agreement. Intermediate payments will be made by the Greater Visakhapatnam Smart City Corporation Limited of a sum equal to 92 1/2% of the value of work so certified and the balance 7 1/2% will be withheld and retained as security for the due fulfillment of the contract. Under the certificate which will be issued by the Executive Engineer on the satisfactory 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 security deposit furnished at the time of entering into agreement and a sum equal to 2 1/2% of the total value of the work done. This amount (i.e. 2 1/2 % of the total value of the work done recovered in the final payment) will be returned at the end of the defect liability period subject to the satisfactory performance of the contract in all respects.

The bank guarantee furnished as security deposit at the time of entering into agreement will be released only after the expiry of the defect liability period subject to the satisfactory performance of the contract in all respects.

69. Interest on money due to the contractor: (a) 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, be found to be due to him.
- (b) Whenever the withheld amount reaches Rs.1,000 or a multiple thereof, the contractor may, at his option, deposit with Executive Engineer Rs.1,000 or a multiple thereof, in any or the forms of interest bearing securities recognized for the purpose by the Andhra Pradesh Public Works Accounts Code and subject to the provisions therein contained, in which case in the equivalent withheld amount shall be paid to him forthwith. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rate of progress contained in the Articles of Agreement is properly maintained.
- (c) Withheld amount of each intermediate payment shall be paid to the contractor on furnishing a bank guarantee for an equivalent amount.

For the withheld amount of 5% of the value of intermediate payment and 2½% of the value of the final payment, the validity of Bank Guarantee shall be as follows:

- i) For 5% of each intermediate payment, the bank guarantee shall be valid atleast 30 days beyond the date of final payment and will be released along with the final payment as per Clause 68.
- ii) For 2½% of each intermediate payment and finally deducted and withheld in the final payment, the bank guarantee shall be valid till the expiry of the defect liability period and shall be released only after the defect liability period is over as per Clause-68.

The above facility of payment of withheld amount against Bank guarantee will be permitted subject only to the condition that the rate of progress contained in programme of work is properly maintained.

70. Acceptance of final measurements: The contractor agrees that before payment of the final bill shall be made on the contract, he will sign and deliver to the Executive Engineer either in the measurement book or otherwise demanded, a valid release and discharge from any and all claims and demands whatsoever for all matters arising out of, are connected with the contract; provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. He shall also produce a certificate from the Income Tax Authorities that all Income Tax payable by him upto-date has been duly paid in the case of contracts the value of which is over Rs.10,000 at the time of payment of final bill. It is further expressly agreed that Executive Engineer in supplying the final measurement certificate need not be bound by the preceding measurements and payments. The final measurements, if any, of the Executive Engineer shall be final, conclusive and binding on the contractor. The Contractor shall furnish latest sales tax certificate before the payment of final bill.
71. Recovery of money from contractor in certain cases: In every case in which provision is made for recovery of money from the contractor, Government shall be entitled to retain or deduct the amount thereof from any moneys that may be due or may become due to the contractor under these presents and or under any other contract or contracts or any other account whatsoever.
72. Contractor dying, becoming insolvent, insane, or imprisoned: In the event of the death or insanity or insolvency or imprisonment of the contractor or where the contractor being a partnership or firm becomes dissolved or being corporation goes into liquidation, voluntary or otherwise, the contract may, at the option of the Executive Engineer, be terminated by notice in writing posted at the site of the works and advertised in one issue of the local District Gazette, and all accepted and acceptable works shall forthwith be measured up and

paid for at the rates provided in the contract schedule where such apply, or otherwise, by the most recent schedule of rates of the division approved by competent authority, to the person or persons entitled to receive and give a discharge for the payment.

73. Arbitration : In case of any dispute of difference between the parties to the contract either during the progress or after the completion of the works or after the determination, abandonment, or breach of the contract, as to the interpretation of the contract, or as to any matter or thing arising there under except as to the matters left to the sole discretion of the Executive Engineer under clauses 20,22,27 (C) 29,36,37 and 40 of the preliminary specification or as to the withholding by the Executive Engineer of payment of any bill to which the contractor may claim to be entitled, then either party shall forthwith give to the other notice of such dispute or difference, and such dispute or difference shall be and is hereby referred to the arbitration of the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited of the nominated circle and Managing Director , of Public Health Engineering Department mentioned in the "Articles of agreement" (hereinafter called the "Arbitrator") for claims Rs.10,000/- and for Rs.10,000/- to Rs.50,000/- in value and the award of such Arbitrator shall be final and binding on the parties unless contested by either party in a court of law. The arbitrators proceedings will be conducted in accordance with the provisions of the Arbitration Act, 1948 as amended from time to time. The arbitrator shall invariably give a speaking award.

Provided however that in cases where the Executive Engineer has entered into the contract on behalf of the Greater Visakhapatnam Smart City Corporation Limited the dispute or difference shall, in the first instant, be referred by or through the Executive Engineer to the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited 's of the Circle, in which the work lies and his decision thereon obtained before referring such dispute or difference to arbitration under this clause . Progress of the work shall not be suspended or delayed on account of the reference of any dispute or difference to the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited of the circle in which the work lies or to arbitration under this clause. The decision of the Executive Engineer or the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited of the Circle in which the work lies, as the case may be on such dispute or difference shall be conclusive until reversed by the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited or the arbitrator. Either party may within a period, which shall be fixed by the arbitrator, file before the

arbitrator a statement of the case and also all the documents relating to or having a bearing on the case. The arbitrator shall see that the award is passed, if reasonably possible, within a period of four months from the date of his entering upon the reference, but if any extension of that period is considered by him to be necessary, either Sumiton or on the application of either party to the reference, the parties hereby agree and consent to such extension as the arbitrator may from time to time consider reasonably necessary and any such extension shall forthwith be communicated by him in writing to each of the parties hereto. The arbitrator shall not be bound to observe the ordinary rules of procedure applicable to trials before Judicial Tribunals nor to hear or receive formal evidence but may pass on award on the documents or statements of the case filed by both the parties under or on personal inspection. The arbitrator shall have power to view the subject matter of the dispute with or without the parties or their agents. The arbitrator shall also have power to open up, review and revise any certificate, opinion decision, requisition or notice, save in regard to the matters expressly excepted and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given upon every any such reference the costs of any incidental to the reference and award respectively shall be in the discretion of the arbitrator, subject to the condition that the amount of such cost to be divided to either party shall not in respect of, i.e., monetary claim exceed the percentage set out below of any such award irrespective of the actual fees costs and expense incurred by either party; provided that where a monetary claim is disallowed in full, the said percentage shall be calculated on the amount of the claim. The arbitrator may determine the amount of the costs to be awarded or direct the same to be taxed as between solicitor and client or a party and party and shall direct by whom and to whom and in what manner the same shall be borne and paid. The percentage above referred to in this clause are 5 percent on any such monetary award which does not exceed Rs.10,000/- 3 percent on the next Rs.40,000/- or any part thereof, 2 percent on the next Rs.50,000/- or any part thereof and 1 percent on any excess over Rs.1,00,000/- Provided that GVSCCL shall not be liable to any claim in respect of any such dispute or difference until liabilities, and the amount referred to is decided by the arbitrator. Provided that payment to the contractor based on the arbitration award shall be made only after acceptance of the award by the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited if the value of the award is less than Rs.20,000/- and the Government if the value is Rs.20,000/- above.

Note:1: Arbitration awards whose value is below Rs.20,000/-.

The Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited is authorised to accept arbitration awards below Rs.20,000/- in value. The Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited shall make a review of the arbitration award within 15 days of service of the notice of the making of the awards in consultation with the local counsel and if in his opinion the award has to be contested, he shall file an application in the court within 30 days of service of the notice of making of the award for the filing of the award and take steps to contest the award.

If, for any reason, the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited considers it inadvisable to act according to the advice of the local counsel, he shall refer the matter to the Government for examination within 15 days of the service of the notice of the making of the award.

Arbitration Awards Whose value is Rs.20,000/- and below Rs.50,000/-:

The Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited shall make a review of the arbitration awards whose value is Rs.20,000/- and above and submit a report to the Greater Visakhapatnam Smart City Corporation Limited within 10 days of service of the notice of the making of the award in such cases a summary of the case, a copy of the agreement for the work, the facts pressed before the arbitrator by the parties along with the recommendations of the Superintending Engineer, Greater Visakhapatnam Smart City Corporation Limited should be furnished to the Greater Visakhapatnam Smart City Corporation Limited for full appreciation of the case. The Greater Visakhapatnam Smart City Corporation Limited will then take a decision in consultation with the Municipal Standing Counsel whether the award should be accepted or not and communicate the same within 25 days of service of the notice of making of the award so as to enable the Superintending Engineer, GVSCCL either to take action on the basis of the award or to file an application in the court within 30 days of service of the notice of the making of the award for filling of the award and for contesting it.

Settlement of Claims above Rs.50,000/- in value:

For all claims above Rs.50,000/- in value either party shall go to the Civil Court of Competent jurisdiction by way of regular suit and not by arbitration.

Note: 2: Applications of contractors seeking arbitration should bear a court fee stamp as per clause 10 (K) of Schedule (ii) to the Andhra Pradesh court fees and suits valuation act, 1956 but no stamp duty need be levied.

The awards passed by arbitrators shall be made on stamped paper the value of which should be according to the value of claim to which the award relates as per article 12 of Schedule.1-A to the Indian Stamp Act.

If the aggrieved party goes to a court of law challenging the award, he should pay the necessary court fee.

Part-II

CONDITIONS OF PARTICULAR APPLICATION

In all instances the Conditions of Particular Application shall prevail over the General Conditions of Contract.

Clauses in this Part having clause numbers 73 or less are amendments of the General Conditions of Contract and carry the number of the clause, which is amended.

General : Unless specified otherwise, for Clauses 1 – 73 inclusive :

After every occurrence of “Government”, “Department” or “department” add “ / Greater Visakhapatnam Smart City Corporation Limited ”

Delete every occurrence of “drawings” and substitute with “Specification Drawings”.

Delete every occurrence of “Public Works Department” and substitute with “Greater Visakhapatnam Smart City Corporation Limited ”.

Clauses additional to Part I:

The following clauses are additional to Part I

74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95 and 100.

Clause-74 Not used

Clause-75 Recoveries

Any recovery or recoveries advised by Government Departments (either State or Central Government) due to non-fulfilment of any Contract entered with them by the Contractor, shall be recovered from bills or deposits of this Contract.

Clause-76 Quarterly Report on Labour

The Contractor shall furnish the quarterly report regarding labour employed by him on the work to the District Employment Officer, Visakhapatnam in the proforma enclosed in Schedule-`G`.

Clause-77 Agreement - Stamp Paper

The present stamp charges are as follows as per Indian Stamp Act 1989 effective from 1.4.1990.

Stamp Duty

(a) Value of Contract does not exceed Rs 5,000/-	10 Rupees
(b) exceeds Rs.5,000/- but does not exceed Rs 20,000/-	20 Rupees
(c) exceeds Rs20,000/- but does not exceed Rs.50,000/-	50 Rupees
(d) exceeds Rs 50,000/-	100 Rupees
(e) Articles of Association of a company	300 Rupees

The Agreement should be concluded on a Non-Judicial Stamp Paper of appropriate value.

Clause-78 Recovery towards income tax and surcharge will be made from the gross payment made to the Contractor at source i.e. from each running bill. This deducted amount will be credited to the Government, as per Income Tax Act at the rates fixed from time to time to the contractor at source i.e. from each running bill as per G.O. Ms.No.39, dated 3-2-99 of MA & UD (K1) Department. This amount will be credited to the National Academy of Construction, Hyderabad by 5th of every succeeding month.

Clause-79 Security Deposit and Withheld amounts

Within (7) days of receipt of the notification of award from the Greater Visakhapatnam Smart City Corporation Limited , the successful Tenderer shall furnish to Greater Visakhapatnam Smart City Corporation Limited a security deposit in the form of a Crossed Demand Draft or a Bank Guarantee from a Nationalized Bank in India to an amount of two and half percent of Contract price valid till the completion of defect liability period (Defect liability period shall commence from date of completion of work and taken over by the Engineer). The forms of security deposit provided in the tender document may be used or some other form acceptable to Greater Visakhapatnam Smart City Corporation Limited .

The Contractor shall furnish the Greater Visakhapatnam Smart City Corporation Limited the Security Deposit, one month prior to completion of defect liability period in the form of crossed Demand Draft or a Bank guarantee which shall be to the value of two and half percentage (2 ½%) of the maintenance contract value of part-II of schedule –A., which shall be valid for period of maintenance i.e. 36 months from the date of completion of defect liability period

The Security Deposit furnished toward maintenance contract value shall be returned to the contractor at the end of maintenance period subject to the satisfactory performance of maintenance contract, less any dues owing from the contract.

Bank Guarantee shall be furnished at the Tenderer's option, by a Nationalized Bank located in India.

Failure of the successful Tenderer to comply with the requirements of IT 33 or IT 34 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

Clause-80 Cancellation of Contract

The Contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be a retired officer of the Government of Andhra Pradesh in any Engineering Department, Boards, Corporations, Municipalities, Urban development authorities who had not completed a period of two years from the date of retirement and who had not obtained permission of the Government before submission of the tender or engagement in the Contractor service.

The Contractor shall indicate the names of the persons who are working with him in any capacity and are subsequently employed in the Division/Circle. He shall also furnish a list of Non-gazetted employees of the Greater Visakhapatnam Smart City Corporation Limited, related to him. Failure to furnish such information render him liable to be removed from the list of Contractors and his Contract liable for cancellation. Near relatives include

1. Sons, step sons, Daughters, 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, Uncles, Aunties

9. Cousins

10. Any person residing with the Contractor.

Clause-81 **CONSTRUCTION EQUIPMENT**

Statement giving brief particulars of equipment that will be put at the disposal of the work, should accompany the tender in Schedule-'G'.

(a) Equipment (Transport for materials viz., lorries and carts, piles and pile driving equipment etc.).

Clause-82 **EMPLOYMENT TO EX-TODDY TAPPERS**

The Tenderer should offer employment to ex-toddy tappers as far as possible. The number of ex-toddy tappers to whom he can so offer employment should be mentioned in the tender and he should undertake agreement to offer such employment to such members.

Clause-83 **PAYMENT TO LABOUR UNDER EMERGENCY**

The Contractor should note that in the event of emergency he shall pay the labour every day and if this is not done, the department shall make requisite payment and recover the cost from the Contractor.

Clause 84 **BASIS FOR EVALUATING THE CAPACITY OF CONTRACTORS IN THE EVENT OF THEIR TENDER BEING ACCEPTED**

84.1 The criteria for the qualification of tenders before evaluation shall be as follows:

- a) Financial Standing
- b) Past Experience.
- c) Organisational Capability.

84.2 Tenderers are required to furnish necessary data / documents along with their tender in support of their competence under above heads. Data / documents furnished shall be true in all respects. On verification by Greater Visakhapatnam Smart City Corporation Limited if it is found to be not true or if the Tenderer has attempted to conceal any unfavorable data, their tender will be treated as non-responsive and will be rejected.

84.3 The minimum criteria expected in respect of the above heads are given below for a Contractor applying as an individual as well as an individual member of Joint Venture. Tenderers meeting with these minimum requirements will only be considered for award of the work.

84.4 Financial Standing

- 1.0 Attested copies of the financial audited accounts including balance sheet and profit and loss account for the **ten** financial years i.e. April 2007 to March 2008, April 2008 to March 2009, April 2009 to March 2010, April 2010 to March 2011 and April 2011 to March 2012, April 2012 to March 2013, April 2013 to March 2014, April 2014 to March 2015, April 2015 to March 2016, April 2016 to March 2017, certified by the chartered accountants shall be furnished.
- 1.1 If the tenderer is a company, annual reports for the financial year April 2007 to March 2008, April 2008 to March 2009, April 2009 to March 2010, April 2010 to March 2011 and April 2011 to March 2012, April 2012 to March 2013, April 2013 to March 2014, April 2014 to March 2015, April 2015 to March 2016, April 2016 to March 2017, along with the audited reports under companies act shall be furnished.
- 1.2 In case of tenderers other than the companies, if the turnover in any of the financial years i.e. April 2007 to March 2008, April 2008 to March 2009, April 2009 to March 2010, April 2010 to March 2011 and April 2011 to March 2012, April 2012 to March 2013, April 2013 to March 2014, April 2014 to March 2015, April 2015 to March 2016, April 2016 to March 2017 exceeds Rs.4.0 Millions per annum, the audited accounts along with the auditors certificates under section 44AB of the Income Tax Act shall be furnished.
- 1.3 And in other cases the following certificates shall be given by the Chartered Accountant for each year for the Balance Sheet and for the Profit and Loss Account.

"We have audited the above Balance Sheet / Profit and Loss Account of M/s. _____ as on _____ of the said firm / individual for the year ending _____ and stated that in our opinion the said accounts give a true and fair view of _____.

In case of the balance sheet of the said firm / individual, affairs as on _____ and _____ in case of profit and loss of the profit and loss for the year ended on _____.

The said Balance Sheet and Profit and Loss Accounts are in agreement with books of accounts and returns produced and that we have obtained

all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit".

- 1.4 The Xerox copies of certificates and other documents submitted with the tender should be attested by gazetted officer. The originals of the certificates shall be produced on demand within 3 days. However, originals of the certificates shall invariably be produced at the time of opening of tenders to verify the copies of statements and other information furnished in Cover-A. For in-correctness of the copies of the certificates/ documents when compared with the originals, action will be taken against the officer who attested the copies and also on the Contractor.
2. In any one financial year during the **ten** financial years immediately preceding the financial year in which tenders are invited, the Tenderer shall have, and in the case of joint venture the prime partner or any one partner of the JV shall have, satisfactorily executed works similar to the proposed works i.e., should have executed similar nature of works valued at not less than Rs. **8,14,59,520/-**-(The value of works completed in any of the years previous to the last financial year (**year 10**) shall be indexed by 10% per year (simple not compounded) to bring the value of works completed to the price level of year 5.)
3. **Bidder capacity**: The assessed bid capacity of the Tenderer, as calculated below, shall not be less than the estimated value of the contract **Rs. 9,77,51,424/-**. The estimated value of the work(s) is likely to be awarded by the Greater Visakhapatnam Smart City Corporation Limited among the tenders submitted earlier (even though the letter of acceptance has not been approved by the Greater Visakhapatnam Smart City Corporation Limited) shall also be taken into account while arriving the value of "B".

Assessed Capacity = 2 AN – B;

Where;

A = Maximum value of Electrical works executed in any one year during the last five financial years {adjusted at 10% appreciation per annum (simple and not compounded)} taking into account the completed as well as works in progress.

N = Prescribed period for completion of the work to which these documents pertain (months, weeks and days shall be converted into years)

B = Value of existing commitments and ongoing works (and the estimated value of work(s) which is likely to be awarded even though the letter of acceptance has not been approved by GVSCCL) to be completed during the period of completion of works for which tenders are invited.

In case of tenderers other than companies, if audited reports under section 44AB of Income Tax Act is not furnished for any year it will be deemed that the turnover for that year was less than **Rs.40=00** Lakhs.

84.5 Resource Mobilization

Each bidder should further demonstrate the availability of liquid assets and / or credit facilities and/or solvency certificate of not less than Rs. 4,88,75,712/- and the OEM partners nett worth as Rs.100 crores. The Tenderer shall submit Credit lines / Letter of Credit / Nett worth / Solvency Certificates etc., from any Scheduled Bank to this effect.

- 84.6 In the case of Joint Venture tender, the figures pertaining to minimum value of similar works and Bid Capacity, mentioned in Clause-2&3 of 84.4 and Resource Mobilization mentioned at Clause 84.5 for each of the partners of a Joint Venture will be added together to determine the bidder's compliance with the minimum qualifying criteria set out therein. Failure to comply with this requirement will result in rejection of the Joint Ventures bid. Sub-contractors experience will not be taken into account in determining the bidders compliance with the qualifying criteria

84.7 Local Standing

It is necessary that the Tenderer has a sound financial standing with little, if any, history of litigations, arbitrations etc. For this purpose, references and testimonials from bankers and clients with whom the Tenderer has had past association shall be furnished. Their reports and investigations by Greater Visakhapatnam Smart City Corporation Limited (GVSCCL), wherever possible and necessary, will be duly weighted to establish the overall financial capability.

- 84.8 Tenderers are expected to furnish required details in support of their financial standing as indicated vide Schedule-'E'. The information given in Schedule-E shall be with reference to the audited financial statements given as per Clause No. 84.4.

84.9 Past Experience - Quantum & experience of Works executed

The past performance of the tenderer is established from record of successful execution and completion of similar type of works in time and in workman like manner. For this purpose testimonials etc., from clients for whom the applicant had executed similar type of works during the past **ten** years and having present worth equal to or higher than minimum criteria indicated below will have to be submitted by the tenderer and where necessary reference will be made to previous clients. Tenderers are expected to furnish past performance data for the works referred by them and indicated in Schedule-F (enclosed). Said similar works executed during the past **Ten** financial years i.e. not earlier than April 2007 shall satisfy the following requirements.

- j) It is necessary that the tenderer/ in the case of Joint Venture the prime partner or any one of the partners of the joint ventures should have “Executed similar nature of works valued at not less than **Rs. 9,77,51,424/-** in any one financial year during the past **ten** financial years i.e., not earlier than April – 2007. The value of the said works (added together) executed, completed and tested successfully by the tenderer shall be minimum of **Rs. 9,77,51,424/-** for this work, in any one financial year during the past five financial years i.e., not earlier than April – 2007. The present worth of each of these jobs executed and completed by the tenderer in the past will be calculated based on escalation of 10% per annum (simple, not compounded).

Organisational Capability

Tenderer's organizational capability will be judged based on data furnished by him in respect of personnel, construction plant and equipment for the job/s quoted as past experience vide Form-3 and its appendices. Tenderer is required to confirm that he has adequate number of qualified personnel with relevant experience in his employment and that he also possesses adequate construction equipment in working condition and he would deploy the same in case he is awarded the contract. Tenderer is expected to furnish bio-data of the key personnel proposed for this work.

Tenderer is also expected to give an undertaking that he will deploy adequate supporting staff (i.e. Jr. Engineer / Foreman / Supervisors and other staff) and any additional construction equipment for completing the Contract in scheduled time.

- 84.11 Even though the bidders meet the above qualifying criteria, they will be disqualified if they have;
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigations history on works or financial failures etc.

84.12 Acceptability

- a) The Tenderers who meet the specified minimum requirements in respect of financial standing, past experience and organizational capability and IT 29 will only be considered for award of the work.

- b) In case of a Joint Venture, in addition to above requirements, the individual members will have to satisfy the specified minimum requirements jointly in respect of financial standing and organizational capacity. In respect of past experience atleast one or more partners of a joint venture shall satisfy the specified minimum criteria given in clause 84.9 of the CPA.

Clause 87 Not Used

Clause-88 Liquidated Damages

Should the Contractor fails to complete the work as per the programme of work or to complete the whole of the work with in the period specified their in, the Contractor shall pay to the Employer as fixed and agreed Liquidated damages and not as penalty , the sum shown herein below for every day delay

Clause-89 Defect liability period

The defect liability period under this contract is 60 months from the date of successful commissioning of this work and taken over by the Greater Visakhapatnam Smart City Corporation Limited.

If any defects occur during the defect liability period of 60 months they shall be attended along with the required materials by the Contractor at his expense. The work shall be completed within 24 hours, penalties at the rate of Rs.1,000/- for every day or part thereof beyond thereon be recovered from the contractor.

Clause 91 The amount quoted by the contractor shall be deemed to be inclusive of taxes and duties on all the materials that the contractor has to purchase for the performance of this contract. The contractor shall also be liable to pay turnover tax under works contract at the prevailing rates under A.P. General Sales Tax Act. The recoveries will be made as per the rates in force under the Act at the time of payment.

Clause 92 Excise Duty & Sales Tax: Deleted

Clause 93 **Terms of Payment:**

The payment for **Works** will be made as per Schedule-A (Bill of quantities) in accordance with the progress of work.

Clause 94 The contractor should ensure the safety of the water supply lines, telephone cables, power cables, storm water drains etc., along the pipe

laying alignment and, if any damage occurs during execution it should be attended immediately at the cost of the contractors cost. Failing to attend immediately, the same will be got done by the Department at the cost risk of the contractor.

- Clause 95 The payment of 50% on the detailed breakup of costs for **Mechanical and Electrical** equipment which are required at the time of construction of works will be made over after supply of materials after approval of procurement process
- Clause 96 : The payment of 20% for those for **Mechanical and Electrical** equipment which are required to be erected and fixed after completing civil works will be made only after completion of erection and fixing of equipment.
- Clause 97 : The balance 10% of **Mechanical and Electrical** equipment will be released after successful testing and commissioning of the Solar Street lights.
- Clause 98 : The balance 10% of **Mechanical and Electrical** equipment will be released after successful operation for a period of 3 months of the Solar Street lights
- The balance 10% of **Mechanical and Electrical** equipment will be released after successful completion of defect liability period of 60 Months.
- The payment towards O&M shall be made quarterly from date of commissioning upon satisfactory compliance by the contractor.

Clause-99 **Retention Amount**

- 99.1 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.
- 99.2 On completion of the whole of the works half the total amount retained is re-paid to the Contractor and half when the Defects Liability period has passed and the Engineer-in-Charge has certified that all the Defects notified by the Engineer –in- charge to the Contractor before the end of this period have been corrected.
- 99.3 On completion of the whole works, the Contractor may substitute retention money with an “on demand” Bank Guarantee.

Clause-100 The successful bidder shall execute the project for a length of 150 meters as pilot length initially and shall ensure to demonstrate to the Authority for a period of 7 continuous days that average lighting level should be maintained at 23 Lux minimum lux should be at least 10 lux in between two poles, with Uniformity minimum lux/average lux should be > 0.4 & minimum lux/maximum lux should be > 0.33. The same shall be validated and certified by the PMC. Upon

clearance and satisfaction of the authority, the successful bidder shall execute the remaining length of the project. In case, the bidder fail to ensure the average lux level of 23, the execution of the project for the remaining length shall be stopped and the no payments shall be made on account of pilot 150 meter works.

SECTION IV

**FORM OF TENDER, TENDER APPENDIX,
SCHEDULE OF COST AND ADDITIONAL DOCUMENTATION FOR
THE SUBMISSION OF TENDER AND AWARD OF CONTRACT
FORM OF TENDER**

To:
The Managing Director ,
Greater Visakhapatnam Smart City Corporation Limited
Visakhapatnam

Sir,

I / We, do hereby tender and, if this tender be accepted undertake to execute the following works, “ Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.” as shown in the Specification Drawings and described in the Specification and method of payment as are provided for in “Conditions of Contract” covered by AP Preliminary Specification (General Conditions of Contract) and Conditions of Particular Application relating to “Payment by measurement at unit prices”.

I / We have completed the tender premium / discount in Schedule - A, annexed, (in words and figures) for which I/We agree to execute the work.

I / We agree to keep the offer in this tender valid for a period of **120 days** mentioned in the tender notice and not to modify the whole or any part of it for any reason within the above period. We understand that if the tender is withdrawn by me/us for any reason whatsoever, the earnest money deposited by me/us will be forfeited to the Greater Visakhapatnam Smart City Corporation Limited.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I / We have carefully followed the Invitation to Tender and Instructions to Tenderers and have read the AP Preliminary Specifications (General Conditions of Contract) and Conditions of Particular

Application therein and that I / We have made such examination of the Contract Documents and of the Specification Drawings, 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 Specification Drawings and Specifications; and distinctly agree that I/We will not hereafter make any claim or demand upon the Greater Visakhapatnam Smart City Corporation Limited , based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

I / We enclose herewith a crossed Demand Draft / Bank Guarantee for the payment of the sum of Rs..... (Rupees) as earnest money not to bear interest.

If my / our tender is not accepted, this sum shall be returned to me/us on my/our application when intimation sent to me/us of rejection or at the expiration of **120 days** after the last date prescribe for the receipt of tenders, whichever is earlier. If my/our tender is accepted, the earnest money shall be retained by the Greater Visakhapatnam Smart City Corporation Limited as security for the due fulfillment of the Contract. If upon written intimation to me/us by the Greater Visakhapatnam Smart City Corporation Limited /Managing Director / Superintending Engineer, I /We fail to attend the said office on the date therein fixed or if upon intimation being given to me/us by the Greater Visakhapatnam Smart City Corporation Limited / Managing Director / Superintending Engineer of acceptance my/our tender, I/We fail to make the additional security deposit (where a Bank Guarantee is furnished towards the Earnest Money Deposit, a fresh Bank Guarantee for the total security deposit shall be furnished for the period of completion and defects liability period the original Bank Guarantee furnished along with tender shall be returned after furnishing the fresh Bank Guarantee towards Security) or to enter into the required agreement as defined in the tender documents I / We agree to the forfeiture of the earnest money. Any notice required to be served on 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 the Greater Visakhapatnam Smart City Corporation Limited shall be the foundation of the rights of both the parties and the Contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contracts on behalf of Greater Visakhapatnam Smart City Corporation Limited .

I / We..... understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____, duly authorized to sign the tender for and on behalf of

(Block Capitals)

Name of witness _____ Address

-

-

(Signature of Witness)

Greater Visakhapatnam Smart City Corporation Limited

LETTER OF ACCEPTANCE

From

To

Gentlemen,

Sub:- Tender for

Ref:- Your Tender for the above work

* * * * *

Kindly refer to your letter No. dated
..... forwarding your tender in response to
Invitation to Tender No.

You are hereby informed that the referenced tender is accepted.

You are requested to furnish the security deposit in the form specified in clause 79 of the Conditions of Contract within _____ days of the receipt of this letter and are also requested to be present at the Managing Director , Greater Visakhapatnam Smart City Corporation Limited Office, _____, for execution of Contract documents within _____ days of the date of receipt of this letter along with non judicial stamp paper as per clause no 77 of conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Tender Documents subject to modifications accepted by the _____ Greater Visakhapatnam Smart City Corporation Limited .

Please return this copy duly accepted and signed.

Yours sincerely,

(Signature)

Accepted

Signature, Name & Designation
Seal of Firm

FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 20..... between (name of Employer) of (mailing address of Employer) hereinafter called “the Employer”, of the one part and (name of Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed, viz. “Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.” and has, by Letter of Acceptance dated (date of Letter of Acceptance), accepted a tender by the Contractor for the execution, completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) this Form of Agreement;
 - b) Security deposit;
 - c) the Letter of Acceptance;
 - d) the said Tender and Appendix
 - e) the Technical Specifications;
 - f) Schedule – A (Bill of Quantities);
 - g) The Schedules of Supplementary Information (B to P)
 - h) The Conditions of Particular Application (Section-III – Part-II) including Addenda
 - i) The General Conditions of Contract (Section-III – Part-I)
 - j) Schedule M
 - k) Schedule N

- 3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
- 4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
- 5. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED.

By the said

By the said

Name

Name

On behalf of the Contractor

On behalf of the Employer

In the presence of:

In the presence of:

.....

.....

Name

Name
.....

Address

Address.....

.....

.....

.....

.....

**FORM OF BANK GUARANTEE FOR
SECURITY DEPOSIT**

In consideration of the Greater Visakhapatnam Smart City Corporation Limited ,
 _____, (hereinafter called "Greater Visakhapatnam Smart City
 Corporation Limited ") having agreed to accept from
 _____ "the said
 Contractor(s)", a security deposit as may be modified from time to time wherever
 necessary under the terms and Conditions of the Contract entered into by the said
 Contractor(s) in respect of work _____
 _____, Contract No.
 _____ under the Greater Visakhapatnam Smart City Corporation
 Limited for the due fulfillment of the terms and conditions of the said Contracts under
 the said Engineer, on production of a Bank Guarantee for Rs.____ (Rupees

 _____ only), we _____
 Bank _____ branch, hereby undertake the guarantee to pay
 immediately to the Greater Visakhapatnam Smart City Corporation Limited , on
 demand in writing by the Greater Visakhapatnam Smart City Corporation Limited , an
 amount of Rs. _____ (Rupees _____
 _____) without any reservation and recourse
 against any loss or damage caused to or suffered by the _____ Greater
 Visakhapatnam Smart City Corporation Limited by reason of any breach by the said
 contractor(s) of any of the terms and conditions of the said contract under the said
 Greater Visakhapatnam Smart City Corporation Limited .

We _____ Bank, _____ further agree
 that the guarantee hereby contained shall remain in full force and effect during the
 period that will be taken for the performance of the said Agreement under the said
 Engineer and that it shall be in enforcement until all the dues of the _____
 Greater Visakhapatnam Smart City Corporation Limited under or by virtue of the said
 Contract under the said Engineer have been fully paid and their claims satisfied or
 discharged or until the said Engineer certifies that the terms and conditions of the said
 Agreement under the said Engineer have been fully and properly carried out by the said
 Contractor(s) and accordingly discharges the guarantee subject, however, that the
 _____ Greater Visakhapatnam Smart City Corporation Limited shall
 have no rights under this guarantee after (date).____ We _____
 _____ Bank Ltd., lastly undertake not to revoke this
 guarantee during its currency except with the previous consent of the Greater
 Visakhapatnam Smart City Corporation Limited in writing.

Dated _____ day of _____ .

For _____ Bank Ltd.

SCHEDULE - B
FORM OF BANK GUARANTEE FOR EARNST MONEY DEPOSIT

WHEREAS _____
 (name of firm (hereinafter called 'TENDERER') wish to participate in tender enquiry
 No.of Managing Director , Greater Visakhapatnam Smart City Corporation Limited
 (hereinafter called the 'Greater Visakhapatnam Smart City Corporation Limited) for
 (Name of work) "Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr
 height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with
 Battery complete with all accessories for installation and operation & maintenance from
 Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam
 under Smart City Mission." AND WHEREAS in terms of the tender conditions the
 Tenderer is required to furnish to the Greater Visakhapatnam Smart City Corporation
 Limited a Bank Guarantee for a sum of Rs _____ (Rupees _____
 _____) as earnest money against the
 Tenderer's offer aforesaid.

AND WHEREAS We, _____ Bank,
 _____ branch have at the request of the Tenderer agreed
 to give to the GVSCCL this guarantee as hereinafter contained.

We, _____
 Bank, _____ branch, hereby undertake the guarantee to pay
 immediately to the Greater Visakhapatnam Smart City Corporation Limited , on demand
 in writing by the Greater Visakhapatnam Smart City Corporation Limited , an amount of
 Rs. _____ (Rupees _____
 _____) without any reservation and recourse if the Tenderer
 shall for any reason withdraw whether expressly or implied their said tender during the
 period of its validity or any extension thereof or the Tenderer fails to execute the
 agreement for the work awarded to them by the Greater Visakhapatnam Smart City
 Corporation Limited .

We, The _____ Bank, _____
 further agree to that our liability to pay the aforesaid amount is not dependent or
 conditional on the Greater Visakhapatnam Smart City Corporation Limited proceeding
 against the Tenderer and we shall be liable to pay the amount without any demur,
 merely on a claim raised by the Greater Visakhapatnam Smart City Corporation Limited
 . The guarantee herein contained shall not be determined or affected by the
 liquidation or winding up or dissolution of change of constitution or insolvency of the
 said bidder but shall in all respects and for all purposes be binding and operative until
 payment all money(s) due to the Municipal Corporation Visakhapatnam, in respect of
 such liability under the guarantee is restricted to
 Rs. _____ (Rs _____). Our
 guarantee shall remain in force until _____. We shall be relieved and discharged from
 all our liability there under.

We, the _____ undertake not to revoke this guarantee during its pendency/Currency except with the previous consents of the Municipal Corporation Visakhapatnam in writing.

Station:

Name of the Bank:

SCHEDULE - C
INCOME TAX CLEARANCE CERTIFICATE

F O R M - '1'

1. Name and style (of the Co., Firm, HUF or Individual) in which the applicant is assessed or assessable to Income-Tax and address for the purpose of assessment
2. Names and addresses of all companies firms, Associations or persons in which the applicant is substantially interested in his individual or fiduciary capacity

Note: For the purpose of Clause (2) above the words 'substantially interested' would have

the same meaning as in explanation to section 40A(2).

3. (a) The Income-Tax Circle/Ward/District in which the applicant is assessed and the

Permanent Account No.

(d) In case of partnership firm:

Name of the Partner (1)	Address (2)	Permanent Account No. (3)	Income-tax circle/ ward where assessed (4)
----------------------------	----------------	------------------------------	--

4. The following particulars are to be furnished concerning the Income-Tax Assessments for the preceding five years:

Year (1)	Total income (2)	Tax demanded (3)	Tax paid (4)	Balance due (5)
-------------	---------------------	---------------------	-----------------	--------------------

5. (a) Has any penalty for concealment been imposed under the provisions of the Income-Tax Act, 1961 or Wealth-tax Act, 1957 on or after 1st April 1975?

(i) If answer is affirmative, the date, amount of penalty imposed and the section under which imposed.

- (ii) Has any appeal has been filed against the Penalty Order before the Appellate Assistant Managing Director of Income-Tax or before the Income Tax Appellate Tribunal? If so, what was the result thereof along with date of the appellate order?
- (b) Has there been any conviction for an offence within the meaning of section 277 of the Income-tax Act, 1961 or under section 36(2) of the Wealth-tax Act, 1957 or under section 199/200 of the Indian Penal Code? If so, the date of conviction orders.
- c) Details of total contract amount received by the applicant, whose name is mentioned against (1) above, during the preceding five accounting years.

Date of previous year ending	Assessment Year	Total Contract amount received	The name of the authority or persons from whom amounts are received
(1)	(2)	(3)	(4)

6. In case there has been no I.T. Assessment for any year, whether returns have been submitted under section 139(2) and 133 of the Income-tax Act, 1961 or tax has been paid in advance under section 210(3) of the Income-tax, 1961 and if so, the amount of income returned for each year and tax of each of the five years mentioned above and the I.T Circle/Ward/District concerned where such returns have been filed, give reasons for the same.

Assessment Year	Income returned	Tax paid on self-assessment u/s.140A	Tax paid in advance u/s.210	Date of payment
(1)	(2)	(3)	(4)	(5)

7. Whether any attachment certificate or proceedings are pending in respect of the arrears and the name and address of the branch(es) if any.

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Tenderer / Contractor : _____
 Date : _____ 20__ P A N : _____
 Address : _____

Note: 1) Tax in Column 3 and 4 of para 4 include all items viz., I.T., S.T., Surcharge, etc.

CERTIFICATE

I hereby certify that:-

- i) information contained in this application has been verified from the assessment records and found correct.
- ii) The assessee has paid all tax demands due other than those which have been stayed by the competent authority.
- iii) The assessee has been co-operating with the Department in facilitating the completion of the pending assessments.
 - a) The period of three year has expired from the date of the appellate order of the Income-tax Appellate Tribunal confirming or partially confirming the penalty levied on or after 1-4-75 u/s.271(1)(c) of the Income-tax Act, 1961 or u/s. 18(1)(c) of the Wealth-tax Act, 1957.

Or

In cases where no appeal has been filed by the assessee against the penalty imposed on or after 1-4-75 under section 271(1)(c) of the Income-tax Act, 1961 or u/s.18(1)(c) of the Wealth-tax Act, 1957, the period of three years has expired from the date of imposition of the penalty.

- b) The period of three years has expired from the date of the order of conviction on or after 1-4-75 u/s.277 of the Income-tax Act or u/s.36(1) of the Wealth-tax At, 1957 or u/s.199/200 of the Indian Penal Code.

Note:- Delete whichever is inapplicable in the above certificate.

Date : _____ Signature of the I.T.O.

Seal : _____ Circle/Ward/District

SCHEDULE OF SUPPLEMENTARY INFORMATION - D

SALES TAX CLEARANCE CERTIFICATE

Office of the Commercial Tax Officer,
_____ Circle

GI.No.

Dated :

CERTIFICATE

This is to certify that M/s. _____
_____ having their Regd. Office at address

_____ are on the rolls of the
Commercial Tax Officer, _____ Circle, _____ with
the following registration number(s):-

APGST No. _____

CST No. _____

They have filed their monthly A-2 returns and have paid tax up to
_____ under the APGST and CST Act and the assessment has
been completed for the Financial Year _____.

Commercial Tax Officer,

_____ Circle

SCHEDULE OF SUPPLEMENTARY INFORMATION-E
IDENTIFICATION AND FINANCIAL DATA SHEET

1. Audited Financial Statements (Balance Sheet and Profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed.(Illustrative example is also enclosed for guidance).
2. Financial statement (Balance Sheet and Profit and loss account) for the previous financial year including liabilities and Contingent Liabilities and Projects in progress in the same format as above (in case audited accounts are not available)
3. Financial statement (balance sheet and Profit & Loss account) for the latest financial position (2 to 3 months prior to tender date) including liabilities, Contingent liabilities in the same format as above.
4. Solvency Certificate for each of the five years from Bank.
5. Certificate for credit limits from Bank.

Note:

1. If the tenderer is a company, Annual reports of the financial years 2010-11 to 2016-17, along with the audited reports under the Companies Act shall be furnished.
2. In case of tenderers other than the companies, if the turnover in any of the above financial years exceeds Rs. 40/- Lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs.40 lakhs.
3. In case of tenderers other than the companies, if the turnover in any of the above financial years does not exceed Rs. 40 Lakhs per annum, the following certificate shall be given by the Chartered Accountant for each year for the Profit and Loss Account and the Balance sheet.

“ We have audited the above Profit and Loss Account / Balance Sheet of _____
 _____ as on _____ for the financial year ending _____
 _____ and in our opinion the said accounts give a true and fair view. The said balance sheet and Profit & Loss Account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purpose of the audit.
4. Originals of the certificates shall be produced at the time of opening tenders.

SCHEDULE OF SUPPLEMENTARY INFORMATION – F

PROJECT WISE EXPERIENCE

PART - A PHYSICAL ACHIEVEMENTS OF COMPLETED WORKS

Name of project and location	Name and address of client, telephone, fax numbers	Brief description of work (as relevant to qualification criteria)	Period of completion (in years, e.g 12 months = 1.00)		Total value of project (Rupees in Crores, e.g. 14.475)	Quantity of work completed in each financial year of the project (lakh Rupees) Last Five Years (Year 1 being the first year or part year of the project)						
			Specified	Actual								
						2007-08						
						2008-09						
						2009-10						
						2010-11						
						2011-12						
						2012-13						
						2013-14						
						2014-15						
						2015-16						
						2016-17						

Note : Certificates from the clients signed by an Executive Engineer (or equivalent) shall be furnished in proof of the above particulars. The certificates shall be countersigned by a serving Superintending Engineer or equivalent.

Name
Signature

Date
Designation

Seal

<u>SCHEDULE OF SUPPLEMENTARY INFORMATION - F</u>																			
PROJECT EXPERIENCE																			
PART B - ABSTRACT OF PHYSICAL ACHIEVEMENTS OF COMPLETED WORKS																			
S.N o.	Description of work item as per Qualification Criteria	Minimum quantity of work required	Quantity of work completed in each of the last five financial years																
			2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17							

Name

Date

Signature

Designation

SCHEDULE OF SUPPLEMENTARY INFORMATION - F

PROJECT WISE EXPERIENCE			
PART D - FINANCIAL DETAILS OF WORKS AWARDED AND ONGOING WORKS TO BE EXECUTED BY CONTRACTOR DURING THE PERIOD OF THE WORK UNDER CONSIDERATION			
SI No	Name of Project and Location	Name and address of client (telephone & fax)	Value of works to be executed during the period of completion of the work under consideration (lakh Rs)
			awarded

Note : Certificates from the clients signed by an Executive Engineer (or equivalent) shall be furnished in proof of the above particulars.

The certificates shall be countersigned by a Superintending Engineer or equivalent.

Name

Signature

Date

Designation

(Seal)

**SCHEDULE OF SUPPLEMENTARY INFORMATION – G
BIO-DATA OF TECHNICAL PERSONNEL OF THE TENDERER WHO
WILL BE AVAILABLE FOR THE EXECUTION**

(furnish data separately for each of the personnel)

- a) S.No. :
- b) Name :
- c) Designation :
- d) Qualifications :
- e) Duration of employment with Tenderer :
- f) Years of professional experience :
- g) Experience on works of similar nature during employment with Tenderer, and previous employment, if any. Details to be furnished in reverse order starting with present project :

Name :

Signature :

Date :

Designation:

Seal of Company

SCHEDULE OF SUPPLEMENTARY INFORMATION – H**RECORD OF ARBITRATION & LITIGATION**

The Tenderer shall record chronologically any disputes he has had with any of his previous Clients during the last 10 years, indicate whether Arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

S no	Project Identification and Location	Name and Address of Client, tel & fax	Nature of Dispute			Result	In favour of Client/ Contractor
			Description	Arbit'n/ Litigat'n	Period From - To		

Name :

Date :

Signature :

Designation :

Seal of Company

SCHEDULE OF SUPPLEMENTARY INFORMATION – I
HISTORY OF CRIMINAL CASES

S No	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/ Result
------	------------------------	------------------------------	---------------	------------------------	---------------------------

Name :

Date :

Signature :

Designation :

SCHEDULE OF SUPPLEMENTARY INFORMATION – J

GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, s/o
 aged about years, r/o.
 Partners of .
having its registered office at
hereby appoint,
 aged about years s/o.
 as our lawful attorney on behalf of the company, to do and execute all or any of the
 following acts, deed and things, that is to say:

- 1) To apply for, obtain and renew all licenses, permits, etc., that are necessary for carrying on the said business.
- 2) To submit all statements, returns, etc., to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
- 3) To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
- 4) To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
- 5) To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorize any person or persons to operate the above bank account.
- 6) To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc., and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
- 7) To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks, Andhra Pradesh State Financial Corporation, Industrial Development Corporation etc., and upon such terms as the said attorney may thinks fit.
- 8) To institute contest, compound, submit to arbitration all suits proceedings, claims, demands etc., arising in course of or in relation to the aforesaid business.
- 9) To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I/We the said partners has hereto signed at
..... on this the

WITNESSES:-

	<u>Name of Partner</u>	<u>Signatures</u>	
1.	1.	1.	
2	2.	2.	
3.	3.	3.	Date :

SCHEDULE OF SUPPLEMENTARY INFORMATION - K

JOINT VENTURE AGREEMENT (Format)

The Joint Venture Agreement made at _____ on this day of _____th _____, 20_____.

1. M/s. _____, a Registered partnership firm / Construction company / Contractor / Manufacturer etc., having its registered office at _____, represented by its _____ hereinafter called and referred as the party of the **First Part**.
2. M/s. _____, a Manufacturer etc., having its registered office at _____, represented by its _____ hereinafter called and referred as the party of the **Second Part**.

WHEREAS the party of the First Part is a Construction Company / Contractor / Partnership Firm / Manufacturer / Undertaking major Civil Works / Supply of goods and equipment such as CI / DI / RCC / PSC / MS Pipes / Pumps / Motors / Water Meters etc.

WHEREAS the party of the Second Part is a Manufacturer / Supply of goods and equipment such as Solar Parts with integreted on poles, LED Light fixtures etc

WHEREAS the parties, hereto have associated themselves into a Joint Venture for the purpose of preparing and submitting Pre-qualification / Post-qualification / Tender for and successfully executing the works of " _____"
 _____"
 _____" for which tenders have been invited by the Greater Visakhapatnam Smart City Corporation Limited (GVSCCL) vide Tender Notice No. _____, dated: _____

WHEREAS it is mutually decided by the parties hereto that the Joint Venture will be known as _____ and that the part of the First Part viz., _____ and submitting of tender on behalf of the Joint Venture.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows:

1. Definitions:

In this Agreement the following expression shall have the following meaning.

JOINT VENTURE – for the purpose of this agreement shall mean acting in collaboration by the parties hereto in a Joint Venture.

JOINT VENTURE – shall mean all the parties to this Agreement acting jointly and/or severally to execute the “Works”.

The extent of such acting jointly and/or severally shall be as enumerated below.

THE WORKS – shall mean, the works as described in the Schedule hereunder written and any sanctioned variations thereto.

THE CONTRACT – shall mean any contracts entered into by the Joint Venture with the Employer for the execution of the works.

THE EMPLOYER – shall mean, the Managing Director , GVSCCL, Visakhapatnam for the work as per Contract.

2. Preparation & Submission of Tender:

The parties of the Joint Venture (JV) shall jointly prepare and submit the pre-qualifications / post-qualification / tender documents in the name of the Joint Venture which shall be in such form and shall contain such items and conditions as the employer shall require. After its preparation and submission as aforesaid, the Joint Venture shall be jointly and severally bound by the provision of the tender or tenders and none of the party of the Joint Venture can vary or seek to vary the same without previous written consent of the other.

Any bond, Guarantees or Indemnities required by or arising out of the terms and conditions of the tender or contract shall be procured by the parties proportionate to their share of participation or as agreed by mutual consent.

In connection with submission of the tenders and the execution of the works, no party of this Joint Venture shall in any way act either alone or jointly with, by or through any other party in a manner likely to be detrimental to the tender and/or execution of the work(s).

3. The Acceptance of Tender:

If the employer accepts the tender it shall be joint binding on the Joint Venture. In that event, the Leader of the Joint Venture shall for an on behalf of the Joint Venture enter into a contract in consultation with the parties herein, with the employer to execute the works and the members of the Joint Venture do hereby jointly and severally bind themselves to fulfill the contract and execute the work faithfully and perform and observe all the terms and conditions thereon of both as to one another and to the employer. If the said Joint Venture is successful in procuring and executing and completing the said works, the parties of the Joint Venture will discharge the responsibilities of each as required for proper execution of work.

4. Participation:

Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under:

<u>Name of the Company</u>	<u>Physical & Financial Distribution of Work</u>
1.	
2.	
3.	
4.	
5.	

5. Execution and Control of Works:

The performance of the contracts and execution of the works will be subject to the overall control of a Supervisory Board, which will consist of representatives of all the parties hereto, holding Power of Attorney. Subject to the overriding authority of the supervisory board, execution and carrying out works, co-ordinated, managed and directed by the project manager appointed by the Leader of the Joint Venture.

6. Working Capital and Banking Accounts:

As soon as necessary after acceptance of the tender, the Leader of the Jointing Venture shall open a separate Bank Accounts with the concurrence of the parties with such bankers and at such places. The members of the Joint Venture shall contribute such sums commensurate to their value of works to the said accounts as required for proper performance of the contract. The said Banking Accounts shall be operated in accordance with the instructions of the Supervisory Board.

7. Assignment:

No parties to this Agreement shall have the right to assign or its benefits or liabilities under this Agreement to any other, firm or person without obtaining the prior written consent of the other parties.

8. Law:

All the disputes under this Agreement shall be subject to the jurisdiction of the Visakhapatnam Courts only.

IN WITNESS WHEREOF the parties hereto have set the subscribed their respective hands hereinto on the day month and year first herein above written.

SIGNED AND DELIVERED BY

- 1.
- 2.
- 3.
- 4.
- 5.

Witness:

- 1.
- 2.

SCHEDULE OF SUPPLEMENTARY INFORMATION – L

Contractor's Registration

1. Copy of Contractor's Registration in the required class and above shall be enclosed

SCHEDULE OF SUPPLEMENTARY INFORMATION – M

AFFIDAVIT

1. I/We _____ certify that the information furnished by me/us in the Schedules of Supplementary information F, G, H, N, J, K, L and M is true and agree that my / our tender shall be rejected if I/We am/are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and/or statements submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has/have participated in previous tendering for the same work/s and had quoted unreasonable high tender premium. In addition, I/We shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and Conditions of particular application.
2. I/We _____ agree to be disqualified for tendering further works in the GVSCCL if I/We _____ withdraw my/Our tender without a valid reason (to be decided by the Authority competent to accept the tender).
3. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the tender.
4. I/We _____ accept that my/our tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the tender.
5. I/We _____ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We _____ will abide by the action taken by the GVSCCL / Andhra Pradesh Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me / us.
6. I/We _____ certify that the following addenda issued by the GVSCCL have been received by me/us and incorporated in my /our tender.

1 _____ dated

2 _____ dated

3 _____ dated

(Add if the addenda issued are more than 3)

7. Further I / We _____ certify that no near relatives(as defined in IT 3.3(e)) are working in the GVSCCL.

8. I / We _____ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse GVSCCL any excess amount claimed by me / us over and above my / our entitlement as per Clause- 68 of the General Conditions of contract.

Dated this day of 20...

Signature in the capacity of duly authorised to sign the

Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

SCHEDULE – N
FAIR WAGES CLAUSE AS PER G.O.Ms.No.1763/P.W.D.DATED:22-3-1963

- A) The Contractor shall pay not less than fair wages notified by the Government from time to time to the labour engaged by him on the work. No claim will be entertained on account of any revision of minimum wages which may be ordered by the Government.
- B) “Fair Wages” means wages whether for time or place work, notified by the Government from time to time in the area in which the work is situated.
- C) The Contractor shall notwithstanding the revisions of any Contract to the contrary cause to be paid to the labour engaged by the Sub-Contractor in connection with the said work as if the labourers had been directly employed by him.
- D) In respect of labour directly or indirectly, employed in the works for the purpose of the Contractor’s part of the agreement the Contract or 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 labour at the satisfaction of the Executive Engineer
- E) The Executive Engineer shall have the right to call for such records as required to satisfy himself on the payment of fair wages to the labour and shall have the right to deduct from the Contract a suitable amount for making good the loss suffered by the worker or workers by reasons of the “Fair Wages” clause to workers.
- F) The Contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Government from time to time without prejudice to his right to claim indemnity from his Sub-Contractors.
- G) Any violation of the conditions above shall be deemed to be a breach of his Contract.
- H) The Contractor will at all times duly observe the provisions of Employment of children Act XXVI of 1938 and any re-enactment or modification of the same and will not employ or permit any person to do any work for the purpose of under the provision of this agreement in contravention of the provisions of the said Act. The Contractor hereby agrees to indemnify the Greater Visakhapatnam Smart City Corporation Limited against all claims, penalties which may be referred by the Greater Visakhapatnam Smart City Corporation Limited , or any person employed by the Labour Department, Govt of AP by reason of any default on the part of the contractor in observance of the provisions of Employment of Children Act XXXI of 1938 or any re-enactment or modifications of the same.

- c) Total No.of working days :
during the quarter.
- d) Length of the Normal Wages :
periods.
- e) Accidents :

Number of accidents			Circumstances under
Fatal	Permanent disablement	Temporary disablement	which accident occurred

13. Total no. of accidents during the quarter :
14. Compensation paid if any (in Rs.) :
15. Volume and value of construction :
done during the quarter.
16. a) Total cost of materials (approx.):
- b) Total payment of workers :
- c) Overhead Charges (approx.) :
- d) Total man hours worked :
- e) Maternity benefits
- i) No. of female workers :
who have been given
maternity benefit.
- ii) Amount paid. :

SECTION-V

TECHNICAL SPECIFICATIONS

1.0 SPECIFICATIONS FOR STREET LIGHT FIXTURES

DESCRIPTION : Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

ILLUMINATION LEVELS:

SPECIFICATIONS

Sub: Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

Solar Integrated LED Street Light

Supply, Installation, testing and commissioning of aesthetically designed solar street light luminaire with following technical criteria:

Luminaire:

The luminaire shall deliver a system lumen ≥ 6000 lm by consuming wattage ≤ 44 W. The luminaire shall be with 5000K and CRI > 70. The luminaire shall have a rated life of 50,000 burning hours @ L70. The luminaire shall be street light made of pressure die-cast aluminum body. The bottom cover shall be polycarbonate with IP 65 and IK 08 rating. The LED shall be SMD type.

Battery:

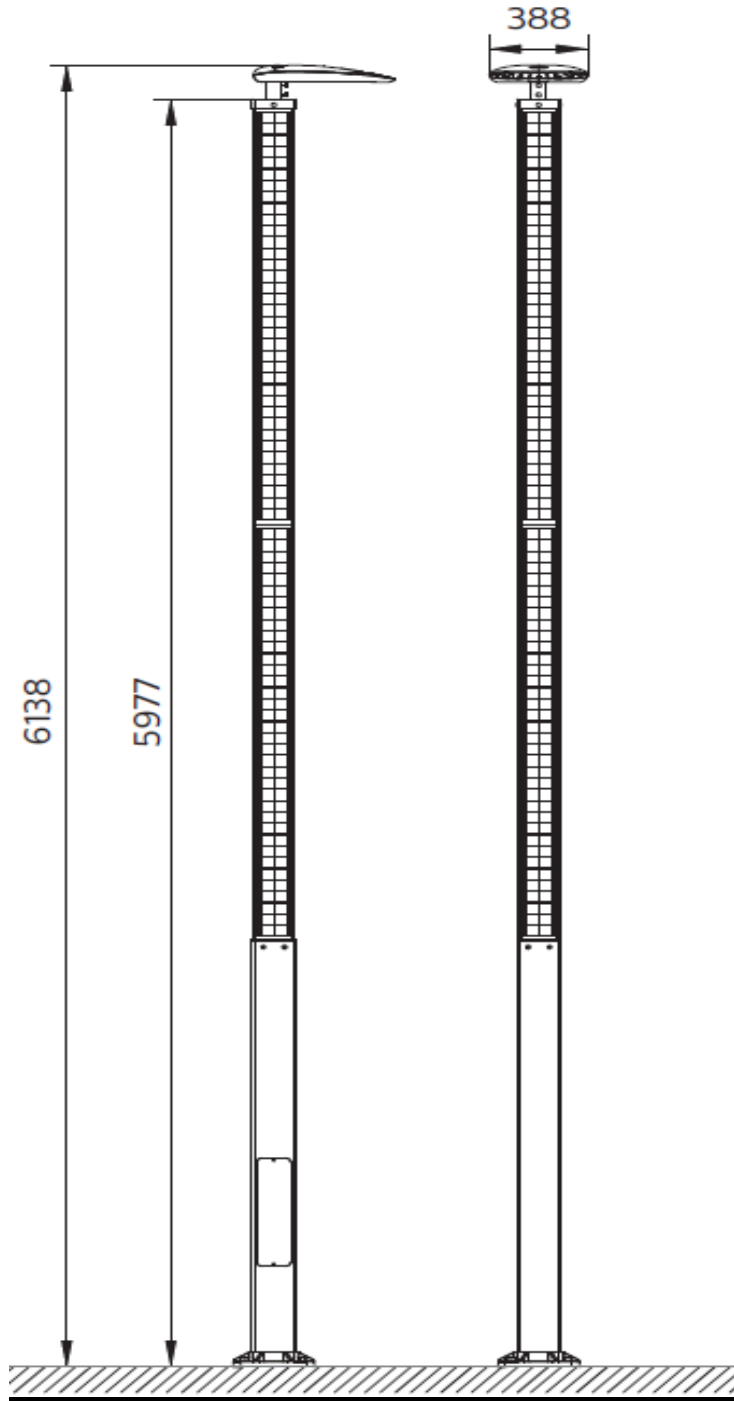
The battery used in the system shall be LiFePO_4 . The battery capacity shall be 100Ah with Life cycles of 2000 cycles @ 90% DOD. The battery shall be integrated inside the square aluminum alloy pole, for which the battery compartment shall be with IP 68 protection. The Operating temperature of the battery shall be -0 to 60 °C. The size of the battery shall be 120x146x470mm and weigh not more than 12.2kg. The system shall carry a battery management system along with the battery.

PV Module:

PV cell technology shall be mono-Si, which shall be mounted on four sides of the square aluminum pole. The PV module and the pole shall be an integrated system (**Top mounted solar panel is not accepted**). Watt peak rating per module should be minimum 180 Wp / 23Voc. Solar cell efficiency (under STC) 16.40%. Number of strings on the pole shall be min 8 nos with parallel striping topology. The lifespan of the PV module shall be > 20 years. The dimension of the PV module shall not be less than 172x172x4000mm per string.

Column:

The total height of the column shall be 6m above ground level. Aluminum alloy bottom part shall be 4m and solar PV module part shall be 2m. Size of the square column shall not be less than 172x172mm. The column shall have a special locking arrangement for the battery compartment. The aluminum shall be powder coated with RAL 7043. Total nominal peak power output shall be 360 Wp. The Light poles shall be EN 40-6 & CE certified. Battery compartment provided with lock and key mechanism for security purpose.



6 mts height pole

Solar Integrated LED Post Top Light

Supply, Installation, testing and commissioning of aesthetically designed solar post top lantern with following technical criteria:

Luminaire:

The luminaire shall deliver a system lumen ≥ 2000 lm by consuming wattage ≤ 27 W. The luminaire shall be with 5000K and CRI > 70. The luminaire shall have a rated life of 50,000 burning hours @ L70. The luminaire shall be circular in shape made of pressure die-cast aluminium body. The bottom cover shall be polycarbonate with IP 65 and IK 08 rating. The LED shall be SMD type.

Battery:

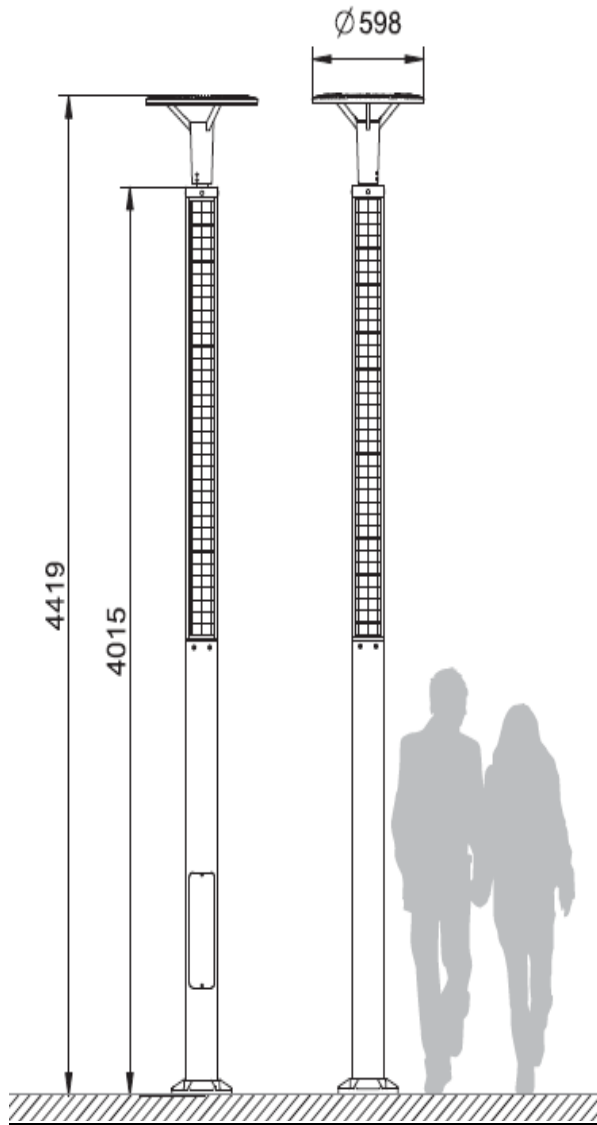
The battery used in the post top lantern shall be LiFePO₄. The battery capacity shall be 60Ah with Life cycles of 2000 cycles @ 90% DOD. The battery shall be integrated inside the square aluminium alloy pole, for which the battery compartment shall be with IP 68 protection. The Operating temperature of the battery shall be -0 to 60 °C. The size of the battery shall be 120x146x470mm and weigh not more than 8.5kg. The system shall carry a battery management system along with the battery.

PV Module:

PV cell technology shall be mono-Si, which shall be mounted on four sides of the square aluminium pole. The PV module and the pole shall be an integrated system (**Top mounted solar panel is not accepted**). Watt peak rating per module 180 Wp/23Voc. Solar cell efficiency (under STC) 16.40%. Number of strings on the pole shall be 4 nos with parallel striping topology. The lifespan of the PV module shall be > 20 years. The dimension of the PV module shall not be less than 172x172x2000mm per string.

Column:

The total height of the column shall be 4m above ground level. Aluminum alloy bottom part shall be 2m and solar PV module part shall be 2m. Size of the square column shall not be less than 172x172mm. The column shall have a special locking arrangement for the battery compartment. The aluminum shall be powder coated with RAL 7043. Total nominal peak power output shall be 180 Wp. The Light poles shall be EN 40-6 & CE certified. Battery compartment provided with lock and key mechanism for security purpose.



4mts height pole

Additional Specifications:

1. Thermal management of LED: Good thermal management system should be provided and LED must be mounting on heat sink conductive aluminum with suitable large areas surface by means of fins to dissipate the heat to ambient air.
2. Application Standard the fixture should confirm to applicable IEC 60598-1, IEC 61000-3-2 and IEC 61547.
3. Test Compliance for LED is LM 80 (IS-16105) and Test Compliance for Fixture is LM 79 (IS-16106, IEC 60598/IS:10322). Successful tenderer shall submit test compliance at the time of delivery. However, the tenderer shall submit an undertaking for the same at the time of submission of the bid.

4. Power Management: programmable per application scenarios, dynamic light profile customer specific, run time extension and Remote monitoring options to be there for future upgrade

Remarks

1. Warranty: 5 Years on manufacturing defects.
2. Accessories for installation include suitable size base / foundation plate along with flanges, nuts, bolts etc.
3. The firm shall submit BIS/NABL accredited lab report to confirm parameters of LED fittings.
4. The successful tenderer shall provide service engineer for supervision of installation & commissioning of solar pole free of cost as & when required.

BILL OF QUANTITIES**PREAMBLE**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications and Drawings.
2. The Quantities given in the Bill of Quantities are estimated and provisional, are given to provide a common basis for bidding. 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 rates and prices tendered in the priced Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities. However the tenderer shall quote the overall tender percentage of the bid.
5. The whole cost of complying with the provisions of the Contract shall be included in the terms provided in the priced Bill of Quantities, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering prices against such item in the priced Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with relevant Indian Standard Codes and / or APDSS.
8. Errors will be corrected by the Employer for any arithmetic errors in computation of summation as follows:
 - a) Where there is a discrepancy between percentage in figures and in words, the percentage in words will be considered.

SCHEDULE – A
(Schedule of Rates and Approximate Quantities)

Name of the Work : **Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.**

- a) The quantities given are those upon which the lumpsum tender cost of the work is based, but they are subject to the alterations, omissions, deductions or additions as provided for the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extra or deductions for omissions according to the conditions of the contract put-forth in the preliminary specification of the A.P.S.S. and other conditions or specifications of this contract.
- b) It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) 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 the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted for works in sites and complete in every respect.

BILL OF QUANTITIES**PART- I****SCHEDULE - 'A'**

NAME OF WORK: Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

Estimate Amount : Rs.8,72,00,000/-

T.S.No: 106/2017-18/CE/SE(Projects)/EE(PD-2)/dt:12-09-2017

Contract Value : Rs.8,14,59,529/-

Sl. No	Description	Qty	Unit	Rate	Amount
1	Supply, transportation , delivery and installation of 44 w Standalone Integrated 6 meter Solar Street Light modular design, plug & play connection lead with (1) Battery (LiFePO4) capacity of 100Ah, IP rating of IP 68 , Operating temperature of -0 to 60 °C, Life cycles of 2000 cycles @ 90% DOD. (2) PV module of mono-Si Battery technology, Watt peak rating per module of 180 Wp/23Voc, Number of 8 strings (3) Luminaire shall have typical service life of > 50,000 hours, Standard light profile 6H 100% + 6H 50%, CCT=5000K; CRI>70 ,Maximum luminous flux of 6000lm, LED Street Light (system lumen 6000) (4) Column of 6 meter , Size of square column size 172x172mm , Construction of Aluminium alloy material with Powder painting surface finish, Special locking mechanism for accessories for outdoor installation as per specifications designed for outdoor use with high quality 6 meter aluminium alloy pole Integrated with vertical PV panel into pole Philips model BRP711 LED60/CW 44W 12V DM SD 6.0M / Schreder / GE / Transrail or equivalent or as directed by the departmental authorities	290	Each	178,000	51,620,000.00

2	Supply, transportation, delivery and installation of 25 w Standalone Integrated 4 meter Solar Posttop Light with modular design, plug & play connection lead with (1) Battery (LiFePO4) capacity of 60Ah, IP rating of IP 68 , Operating temperature of -0 to 60 °C, Life cycles of 2000 cycles @ 90% DOD. (2) PV module of mono-Si Battery technology, Watt peak rating per module of 180 Wp/23Voc, Number of 4 strings (3) Luminaire shall have typical service life of > 50,000 hours, Standard light profile 6H 100% + 6H 50%, CCT=5700K; CRI>70 ,Maximum luminous flux of 2500lm, LED posttop Light (4) Column of 4 meter , Size of square column size 172x172mm , Construction of Aluminium alloy material with Powder painting surface finish, Special locking mechanism for accessories for outdoor installation as per specifications designed for outdoor use with high quality 4 meter aluminium alloy pole Integrated with vertical PV panel into pole Philips model BGP161 LED2500/NW 12V SD / Schreder / GE / Transrail or equivalent or as directed by the departmental authorities	150	Each	154,000	23,100,000.00
3	. Foundation and erection charges with special T&P, for 7.50 Mtrs long Octagonal /Conical pole duly erecting on base plate duly providing 4 Nos foundation bolts with nuts with providing of 0.45Mtr x 0.45Mtrs x1.20 Mtr size M20 cc work vibrated concreting mixing with necessary steel (10kgs) reinforcement and curing for 7 days as directed by the field engineers during execution including excavation of Earth/BT all labour charges and cost and conveyance of materials etc. complete.	440	Lumpsum	4,900	2,156,000.00
4	Hire charges of Air compressor 7Cmm (Diesel) including hire charges, fuel charges, crew charges etc., complete for excavation of hard road top , divider cutting for casting of foundations as directed by the departmental authorities.	440	1 Hour	1,008	443,520.00
5	Maintenance of the above light poles, solar panels and light fixtures with all workers, tools and cleaning materials etc for a period of 5 years as directed by the departmental authorities for the above work.	60	1 Month	69,000	4,140,000.00
Estimated Cost --					81,459,520.00

(Rupees Eight Crores Fourteen Lakhs Fifty Nine Thousand Five Hundred and Twenty only)

NB:-

1. The necessary taxes such as I.T, S.C, E.C, NAC, CMRF, ASD, FSD, PT, Goods & Service tax etc,as per rules are as applicable are as fixed by the Govt. at present and in future will be deducted from the Contractor's bills.
2. All other incidental charges and taxes shall be borne by the Contractor only.
3. The contractor should be registered with PF Dept. ESI Dept. & Labour Dept.
4. The contractor should maintain Insurance for the workers, working under this work.This corporation have no responsibility for any contingencies or other wise.
5. Conditional tenders are not acceptable.

Part-II**Details of Maximum amount reimbursable**

- 1 GST @ 5% for solar items and others @ 18%) Rs: 12,13,114 /-

The tenderers are eligible for reimbursement of amounts, not exceeding the amounts indicated above.

Note:

1. All the materials shall be manufactured as per the relevant I.S. Specifications.
 1. Testing of the material shall be made as per the relevant I.S. Specifications before the department officers and the engineers of the GVSCCL consultant.
 2. The cost of the journey and stay for the inspection of the materials by the departmental officers and Engineers of the GVSCCL consultant should be borne by the contractor / Agency.
 3. The necessary taxes such as I.T, S.C, E.C, GST, NAC, CMRF, ASD, FSD, PT, Labour cess, Service tax etc,as per rules or as applicable or as fixed by the Govt. at present and in future will be deducted from the Contractor's bills.
 4. All other incidental charges and taxes shall be borne by the Contractor only.
 5. The contractor should maintain P.F, ESI and workmen compensatory life Insurance policy for the staff maintained by him. This corporation have no responsibility for any contingencies or other wise.
 6. Conditional tenders are not acceptable.

PRICE BID OFFER FORM

Name of the work:

Design, Supply, Installation, Testing, Commissioning of 4 mtr and 6 mtr height Street Lighting Standalone poles of Solar LED integrated Lighting fixtures with Battery complete with all accessories for installation and operation & maintenance from Costal Battery Junction to The Park Hotel junction on Beach Road in Visakhapatnam under Smart City Mission.

ESTIMATE CONTRACT VALUE: RS. 8,14,59,520.00 /-

PERCENTAGE QUOTED ON ESTIMATED RATES

<u>PERCENT</u>	<u>IN FIGURES</u>	<u>IN WORDS</u>
<u>1. Excess:</u>		
<u>2. Less:</u>		
<u>3. At Estimated Rates:</u>		

Note: Score out which are not applicable duly attested the Contractor

I sri / smt / M/s. do here by express my willingness to execute the aforesaid work as per the conditions, standards, specifications, rules regulations etc., stipulated in the tender document.