

TIRUMALA TIRUPATI DEVASTHANAMS, TIRUPATI

REQUEST FOR PROPOSAL FOR “PROVIDING CONSULTANCY SERVICES FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., for TTD, TIRUPATI”

OFFICE OF THE DyEO(General), T.T.D., TIRUPATI

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TIRUMALA TIRUPATI DEVASTHANAMS:: TIRUPATI

ROC.NO.TTD-12023(31)/1/2021-RECORD SEC-TTD

Tender document for Providing Consultancy services to DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., for TTD, TIRUPATI.

Invitation of bid:

The DyEO(G), Tirumala Tirupati Devasthanams, Administrative Buildings, K.T. Road, Tirupati-517501, Andhra Pradesh, India, on behalf of the Executive Officer, T.T.Devasthanams invites offline Sealed Technical bid and Price bid from the eligible reputed consulting firms having experience in the related field for the following scope of the work.

Scope of work:

TTD intends to digitalize the existing records by creating a new record maintenance facility on its own with a state-of-art technology.

The job to be carried out by the Consultant under this contract includes Consultancy services for creating the facility of record maintenance by way of providing consultancy services in

- a. Designing for creation of the infrastructure facility to preserve records documents etc., by deploying state of the art technology and design,
- b. Development of software for document management system to maintain
- c. Digitalization of existing manual records along with imparting technical know-how for using the created facilities duly studying various possible economic and feasible alternatives.
- d. Other allied services in the process of achieving the first three proceeding works.

It shall be clearly understood that the present bid invitation is for assisting TTD in creating the facility of record maintenance by way of providing consultancy services and doesn't include execution etc., for which separate bids will be invited in due course after all required clearances and approval of designs and estimates.

Salient features of the Scheme:

Location	:	The proposed site for creating the facility is located in the premises of TTD Admin Building, KT Road, Tirupati. All the records to be digitalized are available at the same location.
Probable Records	:	162505 nos with a provision for future expansion

to digitilized	be	
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Procedure for obtaining bidding documents:

- The interested firms may obtain the bid documents in person or through their authorized agents from the office of the DyEO(G), Administrative Buildings, K.T. Road, Tirupati-517501, A.P. (INDIA) from 03.01.2023 up to 21.01.2023 17.00 Hrs, (IST), during office hours on all working days duly paying an amount of ₹. 2000/- towards cost of bid document, drawn in the form of crossed Demand draft in favour of The Executive Officer, TTD, Tirupati.
- Bidders can also download the same from TTD website www.tirumala.org, from 03.01.2023 up to 21.01.2023 5.00 PM. In case of download from TTD Website www.tirumala.org the bidders shall pay the bid cost of ₹. 2000/- in the form of DD issued by schedule / Nationalised banks along with the bid submission in Envelope-A. The DD should be drawn in favour of Executive Officer, TTD, Tirupati.
- The cost bid documents must be remitted in the shape of crossed Demand draft drawn in favour of the Executive Officer, TTD, Tirupati. This amount once remitted will not be refundable under any circumstances.

Pre-bid meeting:

Pre-Bid Meeting will be held at 3.00 PM on 13.01.2023 at Chambers of The Chief Engineer, TTD, Tirupati. Bidders can send their queries to the DyEO(G), TTD, TTD Administrative Building, K.T. Road, Tirupati in person or through email to dyeog@gmail.com.

The purpose of the meeting will be to clarify issues and to answers questions or any matter that may be raised at that stage. The queries received 1 days prior to the Pre Bid Meeting will only be answered and queries received later will be rejected. The entry to the Pre-Bid Meeting will be limited to Two persons per bidder and they shall carry valid authorization letter.

All the clarifications / amendments, issued and pre bid meeting minutes will be communicated to all the participants after conducting of Pre-bid Meeting and also published in TTD website [www. Tirumala.org](http://www.Tirumala.org). These clarifications / amendments/ Pre-bid meeting minutes will become part of the document. The bidders should invariably sign the copies of all clarifications, amendments / Pre bid meeting minutes and enclose to the Tender document.

Period of completion: The detailed project report for each activity shall be submitted within 4 (Four) months from the date of concluding the agreement.

Languages: All correspondence shall be in English only.

Whom to contract for further information:

The DyEO (General),

T.T. Devasthanams, Administrative buildings, K.T. Road,

Tirupati- 517501, A.P.

Address of bidder/ Consultant:

The bidder shall furnish the postal address of their office. Any notice of instruction to be given to the bidder / consultant under the terms of the contract shall be deemed to have been served, if it has been served, if it has been delivered to his authorized agent or representative at office or sent registered post to the office or to the address of firm last provided by the bidder / consultant.

SECTION -01

INSTRUCTION TO BIDDERS

1.1 General Conditions:

1.1.1 The bids are invited for the works referred to in terms of reference (T.O.R) vide Section-II from the eligible reputed consulting firms having experience in the related field. (The date and time of actual receipt of bids in the said place notified will only count for consideration of the bids).

1.1.2 The applicant before bidding shall carefully study the conditions herein. In case the applicant have any doubts and requires clarification, he shall obtain from the DyEO(G), TTD, Tirupati in the pre-bid conference to be held on 13.01.2023 at 10.30 hrs (IST). The site of the proposed works may be inspected by the bidder or his representative at his own cost.

1.2 Bidding:

1.2.1 The bidders shall submit bids in a complete shape with all the particulars called for in the Bid document. All the required design criteria, description literature, drawings etc., and all other relevant information shall be submitted to enable the department to evaluate the suitability of the design and technology and to take as per the specifications incorporated in the schedules which are not exhaustive and complete. The bidders may if necessary amplify and furnish additional information. If the information furnished is not complete, the bid liable for rejection.

1.2.2 The bidder shall follow the job mentioned (T.O.R.) as far as possible. If the bidder wishes to depart from the provisions of this job, he shall list out such deviations separately with financials implications and submit full particulars with reasons thereof.

1.3 Activity and Time Schedule

1.3.1 The various activities are listed out and schedule fixed. The cost estimates for various alternatives and detailed designs and estimates and drawings for the selected alternative shall have to be worked out and furnished within the stipulated time. The consultants have to furnish the list of personnel proposed to be associated along with the nature of work assigned to them and period.

1.4 Schedule of Activity

1.4.1 The following schedule of activity should be followed and will come into force from the date of entering into agreement.

Sl. No.	Period for each activity	Total period	Schedule of Activity
1	2 weeks	2 weeks	Submission of preliminary study collection of required initial data and conduct of necessary preliminary surveys etc.,
2	One week	3 weeks	Clearance of the proposed system by the TTD.
3	5 weeks	8 weeks	Detailed project report of selected system. Preparation of designs, specifications and detailed drawings of all the components of the selected system.
4	One week	9 weeks	Review and acceptance by the TTD.
5	2 weeks	11 weeks	Preparation of final draft project report as per the suggestions of the TTD, including detailed estimates and tender documents for all the components of the project.
6	One week	3 months	Printing and submission of DPR including designs drawings, cost estimates and tender documents.

1.5 Eligibility of firms

- a. The Bidder may be a single entity or a group of entities (the "Joint Venture"/ "Consortium" with not more than 2 firms/ Individuals), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium
- b. Minimum 5 years experience in the field of similar consultancy works.

- c. The Bidder(S) should either be a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin, or a partnership firm, or a limited liability partnership; or a proprietorship or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium.
- d. Only the bidders who have done at least one similar consultancy services for a project (including asset creation, digitalization, record maintenance, document management software) costing of ₹.2.00 Crores (Cost of implemented project) during the last five financial years, are alone eligible to apply for the bids. There shall be a certificate to this effect (Copies of experience/ work completion from the client) at the time of submission of tender documents. (As per the form in Annexure-A attached to this document)
- e. The bidding Firm should be in existence for at least 3 years from the proposal due date
- f. Copy of PAN Card.
- g. Copy of Goods and Service Tax Registration Certificate.
- h. Copy of Financial turnover certificate for previous five years issued by Chartered Accountant.
- i. Financial Capacity: Annual turnover of the firm (Firms together in case of JV) shall be Rs.50.00 lakhs & more in any one year during last 5 financial years (2017-18 to 2021-22).

1.5.1 The consultancy firms having good experience and past record in similar nature of jobs, who fulfill the eligibility criteria are only eligible to submit the bids.

1.5.2 If the bid is made by a proprietary firm, it shall be signed by the proprietor above his fully typewritten name of his firm with current address in India and registered office, with the office stamps.

1.5.3 If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm above their full type written names and current address or alternatively by a partner holding the power of attorney for the firm for signing the bid, in which case a certified copy of the power of attorney shall accompany the bid, including the certified copies of the partnership deed, current address of the firm and the full names and the current address of the partner in India and their registered office.

1.5.4 If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney, which should accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence or its existence if job is to be awarded. They should also furnish the articles of memorandum of Association.

1.5.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signatures.

1.6 Disqualification of the firms:

1.6.1 A Retired Officer of the Public works department is disqualified from the bidding for any work for which Government funds are used for a period of two years from date of retirement without the prior permission of the Government. The contract is liable to be cancelled if either the bidder or any of his employees is found at any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the bid or engagement in the contractor's service.

1.6.2 A consultant shall not be eligible to tender for works in the division where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineer and above on the Engineering side and the Divisional Accountant or the R.D.O. and above on the financial and Administrative side. The consultant shall intimate the names of persons who are working with him in any capacity if subsequently employed. He shall also furnish a list of Gazetted or Non-Gazetted public works department employees related to him. Failure to furnish such information shall render him liable to be removed from the list of approved contractors and his contract is liable for cancellation.

NOTE: Near Relative includes.

1. Son, Stepson, Daughter and Step Daughter
2. Son-in-law and Daughter-in-law
3. Brother-in-law and Sister-in-law
4. Brother and sister
5. Father and Mother
6. Wife and Husband
7. Father-in-law and Mother-in-law
8. Nephew, Niece, Uncle and Aunt

1.7 Earnest money deposit:

1.7.1 The bidder shall pay the earnest money deposit of 2 ½% of his price bid, out of which an amount of Rs. 5,000/- (Rupees five thousand only) must be paid by way of crossed Demand Draft in any Nationalised bank in favour of "The Executive Officer, TTD, Tirupati" and shall be enclosed to the bidding document. However the successful bidder should pay the balance E.M.D. (i.e., EMD calculated at 2½% of their

Price bid less the EMD paid at the time of submission of bid document), at the time of signing the agreement in the shape of crossed Demand Draft /unconditional Bank guarantee. The EMD will be retained with the department till the end of the contract period i.e., 24 months after the submission and approval of detailed project report (DPR).

1.7.2 The EMD will not be accepted by Cheque, cash or money order. No interest is payable on the EMD and the EMD of the un-successful bidders will be refunded after finalization of bids or on expiry of 90 days from the last date of receipt of bids whichever is earlier at the request of the bidder.

1.8 Forfeiture of EMD:

1.8.1 The TTD, Tirupati reserves the right to forfeit the EMD if the successful bidder fails to respond to negotiations or withdraw the offer within the period of 90 days from the date of receipt of bids.

1.8.2 Submission of false statements entails forfeiture of EMD of all bidders (Successful/unsuccessful).

1.9 Bid validity:

1.9.1 The bid shall be valid for a period of 90 days (Ninety days) from the last date of receipt of bids.

1.10 Amendment of bidding documents:

1.10.1 At any time prior to the dead line for submission of bids, the client may, for any reason, whether at his own initiation or in response to a clarification requested by a prospective bidder modify the bidding document by the issuance of an Addendum/Amendment. The Addendum/Amendment will be published in the TTD web site www.tirumala.org.

1.11 Dead line for submission of bids:

1.11.1 Bids must be received by the TTD at the office of the DyEO(G), TTD, Tirupati not later than 15.00 Hrs on 21.01.2023(IST).

1.11.2 The TTD may at their discretion extend the deadline for submission of bids issuing an amendment in accordance with the above

in which case all rights and obligations shall of the client and the bidders previously subject to original dead line shall thereafter be subject to the new deadline as extended.

1.12 Modification and withdrawal of bids:

1.12.1 The bidder may modify or withdrawal his bid after submission of bid provided that the modification or notice of withdrawal is received in writing by the client prior to the opening of bids.

1.12.2 The bidders modification or notice of withdrawal shall be kept in a sealed cover duly marking on the envelope "MODIFICATION" or "WITHDRAWAL" as appropriate and submit before last date and time of receipt of bids.

1.12.3 No bid may be modified subsequent to the last date and time for submission of bid.

1.12.4 Withdrawal of a bid during the interval between the last date of submission of bid and the expiration of the period of bid validity specified under clause 1.9 results in the forfeiture of the Earnest Money Deposit.

1.13 Bid format and signing of bids:

1.13.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized.

1.13.2 Proof of authorization shall be furnished in the form of a written power of attorney which shall accompany the bid. The person or persons signing the bid shall initial all pages of the bid where entries or amendments have been made.

1.13.3 The complete bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the client or as necessary to correct errors made by the bidders, in which case

such corrections shall be initialed by the person or persons signing the bid.

1.13.4 Only one bid may be submitted by each bidder. No bidder can participate in the bid of another for the same contract in any relation whatsoever.

1.13.5 The complete set of bidding document issued for the purpose of the bidding together with any addendum/amendment there to, issued by the client in accordance with clause 1.10 and any minutes or pre-bid meeting issued and the documents furnished, pursuant to clause 1.17 and clause 1.18 will form part of the agreement.

1.14 Details to be furnished:

1.14.1 Work plan and line of approach

i) The bidder while submitting the bid for preparation of layout for most cost effective and efficient system pursuant to T.O.R. the methodology including the explanation of process that will lead to selection of best alternative and design of selected alternative and preparation of cost estimates should be given along with the technical proposals for evaluation of tender.

ii) The bidder has to furnish the no. of alternatives of system proposed to study and indicate in the drawings based on the actual site conditions and preliminary information furnished in the tender document.

iii) The time required for different operations such as investigations if any required for all possible alternatives preparation of comparative study, detailed investigation for selected alternative, preparation of designs and cost of estimates etc., shall be as per the time schedule stipulated in the tender document.

iv) The bidder has to identify the quantum of work, methodology for carrying out the work, key personnel /person / equipment required for carrying out the work and their man days to complete the work in

accordance with the contract duration and the cost thereon for carrying out the work, available key personnel / person / equipment to be employed on the job should be worked out and furnished in appropriate shape in the format in the light of above clause which will form the basis for evaluation in terms of clause 1.17 and clause 1.18 herein under.

NOTE:- The bidder is advised to furnish the above details on micro basis along with time schedule, number of personnel required.

1.15 Submission of bids:

1.15.1 Procedure for submitting Tenders:

i) Tenders would be received in TWO BIDS System; (a) Technical Bid (b) Financial Bid. Financial bids of those bidders, who fulfill the Technical qualification criteria would only be opened.

ii) The Offer/Tender should be dropped in the locked sealed Tender Box kept at the O/o DyEO(G), TTD, TTD Administrative Building, K.T. Road, Tirupati. In case, the sealed envelope is bigger than the mouth of Tender Box, and cannot be dropped in the Tender Box, the same may be submitted by hand underwritten acknowledgement to the authorized representative of the DyEO(G), TTD, TTD Administrative Building, K.T. Road, Tirupati

iii) Tender document must be submitted in original / as downloaded from Web site, duly completed along-with copies of other required documents on or before 21.01.2023. at 3.00 p.m. (IST).

iv) The tenders must be submitted in an envelope or paper bag of appropriate size properly sealed. The sealed package must be super scribed as **“Tender document”** for **“PROVIDING CONSULTANCY SERVICES FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., for TTD, TIRUPATI”**

v) Tender documents received after the due date & time will not be considered. Each contractor submitting the proposal should study carefully the document and understand the nature of work/ services to be provided as it is so complex that each and every fact of the work operations may not have been detailed to the full extent in the proposal.

vi) Tender document shall be submitted in person or through authorized representative only. Telegraphic tenders shall not be entertained. All the pages of the tender document should be signed by the owner of the firm or his Authorized signatory supported with a copy of the Power of attorney.

vii) Tender document shall be submitted in three Envelopes as detailed below and properly sealed:

1.15.2 Envelope 'A' (Technical):

i) Under this section particulars regarding the following shall be furnished. This bidding document duly signed and without quoting the price-bid and without detaching any page duly accepting all the forms and conditions and duly enclosing the requisite EMD to be paid and Tender document fee (if tender document downloaded from Web site) in the shape of crossed Demand Draft, drawn in favour of the Executive Officer, TTD, Tirupati on any nationalized bank.

ii) The envelope shall be super scribed on the top of cover as "Technical bid".

Important Note:

- a. The original EMD demand draft and demand draft for Tender document fee (if tender document downloaded from Web site) **valid for three months** shall be invariably enclosed in Envelope-'A' only.
- b. Any deviation from this procedure, or putting together of Technical and Financial bids in same cover or non submission of complete documents in Envelope-'A' and/or submission of Financial Bid in an unsealed manner would lead to rejection of Offer/Tender/Bid.
- c. Care shall be taken to place the technical bid in the cover super-

scribed as “Technical bid” only and financial bid in the cover super-scribed as “Financial bid” only. If financial bid is kept in the Technical bid or otherwise, such tenders are liable for rejection.

- d. The brief description and status of the firm
- e. Outline of past experience on the projects of similar nature executed during last 5 years.
- f. Annual turnover in similar works for the following years
(Financial year: from April 1st to March 31st)

Sl. No.	Year	Annual Turnover (Rs. in Lakhs)
1)	2017-18	
2)	2018-19	
3)	2019-20	
4)	2020-21	
5)	2021-22	

(Please enclose attested copies of Account / Audited Statements for the last 5 years)

- a. Attested copies of experience certificate issued by the client (Agreement concluding authority) in support of experience of successful completion of works.
- b. A time schedule for different activities of work plan and submission of reports with critical milestones separately.
- c. The composition of the team of personnel which the bidder would propose to provide for this assignment and tasks which would be assigned to each team member.
- d. The bidders comments if any on the data, services and facilities to be provided by TTD in separate form.
- e. Details of prestigious awards if any
- f. Any relevant information the bidders desires to furnish.

1.15.3 Envelope ‘B’ (Financial):

1. Price bid and Financial proposals. The envelope shall be super scribed on the top of cover as “Financial bid”.
2. Under this envelope, the bidders shall furnish the following information.
 - a. Schedule of price bid (part-II).
 - b. Break up of rates in consultants contract for each major activity.
3. In preparing the proposal the bidders should give particular attention to the following.
 - a. Members of the team should have the requisite experience preferably under conditions similar to those prevailing in the project area.
 - b. A good working knowledge is essential for personnel working in field on this assignment. Reports shall be in English only.
 - c. The majority of the personnel comprising the consultants team for this project shall be drawn from the permanent staff of the firm, and if personnel proposed to be drawn the others areas, the bidders shall spell out the nature of work for which personnel are being engaged for the period and furnish proof of engagement with team.
4. Information:
 - a. The information called for in the proforma should be furnished by the bidder. The Experience of the firm and consultants, the bio-data of the consultants, break up details of price bid, work programme and task assignment to each consult should be furnished in the relevant formats The information furnished is for the purpose of evaluation of the bid but not payment purpose.
 - b. The bidders are advised to study all conditions and technical specification for the work carefully before submission of bid.
 - c. The bidder shall seal the original copy of the Technical and Financial bids along the prescribed attachments duly marking the envelopes as “Technical bid” and “Financial bid” and shall be addressed to the DyEO(G), TTD, Tirupati.

All the sealed covers (i.e., cover A&B) are to be kept in a single cover and sealed and super scribed as “Bid” for the work of “PROVIDING CONSULTANCY SERVICES FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., for TTD, TIRUPATI”.

- a. All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is otherwise unacceptable.
- b. If the outer envelope is not sealed and marked as instructed above, the clients will assume no responsibility for the misplacements or premature opening of the bid submitted. A bid

opened prematurely for this cause will be rejected by the client and returned to the bidder.

1.15.4 Late Bids

i) Bids received late on account of any reason whatsoever will be returned unopened. Telegraphic bids will not be accepted. Bids can also be sent by registered mail at Bidders risk.

ii) The bids sent by Registered mail shall be delivered to the DyEO(General), Tirupati on or before the due date and time. The receipt time in the O/o DyEO(G) is the criteria and any delay by postal dept or otherwise, the department does not take any responsibility. The department does not take any responsibility for the postal delays. Bids received beyond the deadline will not be considered and returned.

iii) If for any reason the office happens to be remain closed on the last date of receipt of bids, the bids will be received and opened on the next working day at the same time and at the same venue.

1.16 BID OPENING AND EVALUATION

1.16.1 BID OPENING (TECHNICAL)

- i. The client will open the bids, including submission made pursuant to clause 1.15 in the presence of bidders representatives who choose to attend at 15.30 hours on 21.01.2023 at the office of the DyEO(G), TTD, Tirupati. Those who present shall sign a register evidencing their attendance.
- ii. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 1.12 shall not be opened. The client will examine bids to determine whether they are complete whether the documents have been properly signed and whether the bids are generally in order.
- iii. At bid opening, the client will announce the bidders name, written notifications of bid modifications and withdrawals, and such other details as the client may consider appreciate.
- iv. The client shall prepare, for his own records, minutes of the bid opening including the information disclosed to those present in accordance with sub clause as above.

1.16.2 CLARIFCATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the client may ask bidders individually for clarification of their bids, including break downs of unit rate. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted.

1.17 Criteria for evaluation of technical bid.

The technical bids will be evaluated based on the criteria set out in RFP. A committee as constituted by the TTD will evaluate the proposals submitted for selection technically eligible bidders.

1.18 AWARD CRITERIA

a) Quality and competence of the consulting service shall be considered as the paramount the requirement. The decision of the award of the contract would be as under.

b) The bids whose technical proposal is qualified in stage - 1 will only be considered for financial evaluation. The price envelopes of others will not be considered and returned unopened.

1.19 FINANCIAL EVALUATION

- i. After the Technical evaluation is completed, the qualified bidders intimated about the date & time of opening of price bids.
- ii. The financial proposal shall be opened in the presence of the consultants/ representatives who choose to attend. The name of the consultant, Technical evaluation points, and the proposed prices shall be read aloud and recorded when the proposals are opened.
- iii. The evaluation committee will determine whether the financial proposals are complete, (i.e., whether they have quoted for all items of the Technical proposals). The price shall be in India currency. Incomplete financial quote will be summarily rejected.
- iv. The lowest Financial proposal will be awarded with the work.

1.20 RESPONSIVENESS OF THE BIDDER

The following points will be taken in to consideration for deciding the responsiveness of the bidder for awarding the job.

1. Signing of all pages of the Bid documents duly accepting all terms and conditions.
2. Furnishing of details for evaluation in terms of this RFP.

1.21 PROCESS TO BE CONFIDENTIAL:

After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other

persons not officially concerned with such process until the award of the contract to the successful bidder has been announced. Any effort by a bidder to influence the client in the process of examination, clarification evaluation and comparison of bids, and in decisions concerning award of contract may result in the rejection of the bidder's bid.

1.22 NOTIFICATION OF AWARD

- i. Prior to the expiration of the period of bid validity, the client will inform the successful bidder. This letter shall mention the bid value which the client will pay to the bidder in consideration of job activity as specified in section **IV** of bid document.
- ii. The client will promptly inform the unsuccessful bidders and return their EMDs.

1.23 SIGNING OF AGREEMENT

- i. The successful bidder has to sign the agreement within a period of 15 days from the date of communication of acceptance of his bid. Otherwise the deposits paid by him will be forfeited without notice.
- ii. The successful bidder has to pay balance EMD, as per clause 1.7 before signing the agreement.

SECTION-02

TERMS OF REFERENCE (T.O.R)

2.0 INTRODUCTION

2.1 Project Description:

TTD intends to digitalize, preserve & maintain the existing records & new records to be generated by creating a new record maintenance facility on its own with a state-of-art technology.

Accordingly, it is proposed to invite Request for Proposal (RFP) from reputed & experienced consulting firms / agencies to assist TTD in creating the facility of record maintenance **by way of providing consultancy services** in designing and creating the infrastructure, development of software for document management system to maintain and digitalization of existing records along with imparting technical know-how for using the created facilities

2.2 Present Proposal:

The present proposal is to prepare & submit necessary detailed reports along with detailed estimates, drawings, specifications, time lines along with tender documents with all necessary information in creating the facility of record maintenance by way of providing consultancy services in designing and creating the infrastructure, development of software for document management system to maintain and digitalization of existing records.

2.3 Scope of Work:

2.3.1 Detailed investigation and preparation of project report:

a) The bidder shall carryout preliminary studies furnish a preliminary report with proposed system. After review & finalized of the system by TTD, finalized system, detailed project report (DPR) with detailed designs, drawings, specifications, cost estimates, bid documents are to be furnished. The bidder shall prepare the bid documents with detailed specifications for “**DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., TTD, TIRUPATI**” for floating bids for the execution for each individual activity. The bidder shall submit the detailed project report with detailed drawings, designs, cost estimates and bid documents.

b) The bidder/consultant shall also render services for a **period of 24 months** after submission approval of detailed project report.

c) After submission of all the above said records client may ask any clarification any service, any further information pertaining to the above work. The consultant has to give the above services at free of cost with in the above said 24 months period. If the consultant fails to do so that payments due to him and the EMD will be forfeited.

d) The scope of work includes but not limited to:

1.(i) As a consultant for the defined job, he shall provide consultancy services, designing structure, infrastructure, software, DPR containing estimates, bid document for different components etc., to record maintenance facility and to suggest ways and means to install software and hardware in the new setup.

(ii) Processing data, designs, drawings, estimates, tender documents etc.,:-

- Preparation of feasibility report considering all aspects.
- Preparation of layout drawings, detailed Drawings along with Cross sections, longitudinal sections etc.,
- Preparation of Detailed Designs.
- Proposing the Technology & materials to be used
- Proposing suitable plumbing system / electrical lighting system.
- Proposing necessary signage system.
- Preparation of detailed estimates including detailed measurements,

- Data, Abstract Estimate for the project.
- Preparation of work program schedule.
 - Preparation of bid documents and specifications and assist the department in preparation of all other material for floating bids on turnkey basis.
 - The detailed project report shall be submitted to the DyEO(G), TTD, and if any deviations or corrections are noted, same shall be got corrected and final DPR shall be submitted within contract period. Any other information and details, the TTD feels necessary for this work has to be furnished by the consultant in respect of calling bids for the actual execution of project and regarding the technical assistance after submission & during actual execution.

Note: The various activities indicated above should be taken as only guidance.

2.(i) Erecting, handholding to TTD till the project is completed (or) TTD is reasonably educated whichever is earlier. The steps in execution are as below:

(ii). For Creation of Asset (design, creation of record maintenance facility)

Various activities involved in conducting detailed investigations and preparation of

project report as explained in proceeding paras.

A. CIVIL work Process: The consultant shall provide design, drawings, specifications, estimates, bid document etc., for the following three phases of the project individually.

- i. Designing of RMS facility and connected facility work related aspects
 - ii. The gestation period of the civil work designing part of the project is

3 months.

iii. Architectural Plans, Structure Plan and working drawings:

a) Prepare detailed Architectural drawings for each approved components including but not limited to Site Plan, Floor Plans, Elevations, Sections, Urban designs, landscape, illumination, circulation plan etc., with at least three 3D perspectives and

illustrative sketches.

b) If required, the Consultant should specify well in advance, the details of surveys, soil investigations and tests required to be made available to the consultant by TTD. The foundation system shall be finalized referring the Soil Investigation reports and in consultation with TTD.

c) Finalize material specifications and techniques and working drawings (Good for Execution Drawings) for the above.

d) Provide needful sets of "Submission Drawings" and other needful documentation as required for submission for obtaining Approval from all concerned statutory authorities duly vetted by registered architect, structural engineer, Landscape designer etc.

e) The consultant shall attend all the review meetings conducted by TTD from time to time without any extra cost and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc.

f) Preparation of the As-Built drawings within a month of the occupation for release of final bills to the Contractor.

A. Digitalization:

For Digitalization of existing records.

- i. Initially, the bidder shall submit all the alternatives for the Digitalization of existing records along with the probable time lines and line estimates.
- ii. Further, for the selected alternative, the bidders shall submit the detailed project report along with the tender documents, detailed estimates for digitalization of the existing records of TTD. The report shall include & cover all aspects duly including detailed specifications for the machinery to be deployed / pre-treatment of records, if required etc.
- iii. Also, the bidder shall suggest the AMC activities to be carried out in maintaining the installed machinery / assets any as a part of this activity. Also suggest suitable conditions for the AMC contract.
- iv. Consultant shall guide the TTD in order to ensure the quality of digitalisation of its records .
- v. Consultant shall help the TTD in framing and floating expression of interest from interested parties who are experienced in deploying techniques for preservation, protection, digitalisation of records by using latest available technologies including micro filming, multi

filming, lamination etc.,

vi. The following records are available with TTD and proposed for digitalization.

SI.No.	Particulars	Total number of records
1	R.Dis	39687 nos
2	D.Dis	92578 nos
3	L.Dis	6700 nos
4	Board Resolutions	584 nos
5	Service Registers	13591 nos
6	Audit registers	9365 nos
Total		162505 nos

Note: This is the approximate volume of the work. The number unit items / files / records / registers may increase or decrease.

C. Software:-

For Document Management Software.

- i. Initially, the bidder shall submit all the alternatives for the development of Document Management Software along with the probable time lines and line estimates.
- ii. Further, for the selected alternative, the bidders shall submit the detailed project report along with the tender documents, detailed estimates for preparation / development of software for document management such that the software shall be seamless integrated with the existing workflow system.
- iii. Also, the bidder shall suggest the AMC activities to be carried out in maintaining the installed machinery / assets any as a part of this activity. Also suggest suitable conditions for the AMC contract.
- iv. Consultant shall handhold the TTD in deploying the software for its record maintenance facility in all aspects of deployment features, that includes calling for tenders for developing software customisation, deployment of software for record maintenance, preservation and retrieval aspects through software.
- v. The consultant shall help the TTD in selecting the software developer for its RMS facility. Also it shall suggest and design the requirements of secured software application for RMS facility of TTD in order to

- maintain, retrieve the records on demand.
- vi. Accordingly, the consultant shall deploy its design engineer and engineers in respective fields during the period of erection and execution of records maintenance facility for preserving, protecting and retrieving the records, digitalizing the same by the TTD.
 - vii. As thus TTD is herewith calling for submission of expression of interest documents for the above mentioned work as consultant in order to establish, erect the RMS facility by TTD for maintaining the records of various nature in numbers approximately 5 lakhs.
 - viii. Software for maintenance of the total system
 - a. Consultant shall give ultramodern state of the art design by using latest technology to erect a modern record maintenance system.
 - b. The design shall include all or any of the aspects of maps, blue prints etc., so as to accommodate the records that are to be preserved by using various available technologies including multi filming, lamination etc.,
 - c. Consultant shall hand hold till the erection of RMS facility is completed in all aspects (OR) TTD acquired knowledge to execute the work whichever is earlier.
 - d. It shall help TTD in deploying fire resistant/protection technologies for its RMS facility
 - e. Any other aspect in erection to design and development of RMS facility consultant shall provide its services through the execution period of RMS facility.

2.4. Activity Chart:

Various activities involved in conducting detailed investigations and preparation of project report for the proposed creation of asset are as follows:

i. Schedule of Activity

The following schedule of activity should be followed and will come into force from the date of entering into agreement.

Sl. No.	Period for each activity	Total period	Schedule of Activity
1	2 weeks	2 weeks	Submission of preliminary study collection of required initial data and conduct of necessary preliminary surveys

			etc.,
2	One week	3 weeks	Clearance of the proposed system by the TTD.
3	5 weeks	8 weeks	Detailed project report of selected system. Preparation of designs, specifications and detailed drawings of all the components of the selected system.
4	One week	9 weeks	Review and acceptance by the TTD.
5	2 weeks	11 weeks	Preparation of final draft project report as per the suggestions of the TTD, including detailed estimates and tender documents for all the components of the project.
6	One week	3 months	Printing and submission of DPR including designs drawings, cost estimates and tender documents.

ii. DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

The Consultancy Fee as quoted by the selected consultant plus applicable GST shall be paid as per the milestones indicated in the table below: *(The quote shall be inclusive of all costs associated to the assignment)*. Payments at each stage will be processed at the satisfaction of the authority on the deliverables submitted.

Sl.no	milestone	Fee payable
1	On Submission of Draft detailed conceptual design including block cost estimates	10% of Total Consultation fee
2	On Submission of detailed conceptual designs as per the recommendation of TTD and approval of final conceptual designs	20% of total Consultation fee (i.e. sum of 1 & 2)
3	On submission of detailed working Drawings, BOQs and Tender documents for finalization of contractor(s)	30% of total consultancy fees for the works (i.e. sum of 1 to 3)
4	After completion of fifty percent (50%) of the works (As per the tendered value)	60% of the total consultancy fees for the works (i.e. sum of 1 to 4)
5	Upon Completion of the Works and on submission of " As Built" drawings	100% of the total consultancy fees

		(i.e. sum of 1 to 5)
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2.5. Preliminary investigations:-

- i. Study of existing site conditions and other available information for arriving at the possible alternatives.
- ii. All the necessary surveys including reconnaissance / preliminary surveys / including digging of necessary trial pits has to be carried out by the agency only to identify the required structures for all the alternatives.
- iii. Line estimate/ plinth area basis estimates have to be worked out for all the possible alternatives.

2.6. Detailed Investigations for the selected alternative:

- i. Detailed necessary investigations / surveys for the proposed / finalized alternative of the record maintenance facility shall have all the necessary requirements as per applicable BIS codes / NBC / any other standards.
- ii. Preparing the detailed report explaining alternatives tried, discussing about the most economical alternative.
- iii. On approval of the best alignment, by the Technical committee, further investigation, if required is to be taken up.

2.7 Details to be furnished (for each activity):

- i) The bidders have to furnish the details of investigations and test they propose to carry out in the technical proposal and cost of all such tests be included in the rates quoted by the bidder for this work.
- ii) The bidders have to identify the quantum of work, methodology for carrying out the work, Key personnel / person/ equipment required for carry out the work and their man days to complete the work.
- iii) After entrustment of work, the agency has to carry out preliminary survey and furnish the feasible alternative designs with most economic design. Among them, for the selected alternative design with modifications suggested by TTD, the agency has to submit DPR duly

carrying out detailed surveys, investigations, tests, designs and prepare drawings, estimates and tender document etc. The agency has to furnish 10 sets of preliminary reports and 10 sets of final DPR.

iv) The consultant should prove himself that he has attempted all possible methods/ways to select the line and method for arriving the best economical, efficient and feasible project report by conducting all necessary preliminary and detailed surveys.

v) Among the above alternatives the most cost effective efficient alternatives will be selected by the Technical Expert Committee.

vi) The committee may ask to work out for one or two extra alternatives, if the committee feels that the consultants have not considered and worked out on all the possible alternatives before finalization. The consultants have to arrange for joint inspection of site and alignment before finalization. The consultant has to bear the cost for departmental verification of block levels plotted.

2.8 Materials

- i. Required materials to complete the job in all respects has to be procured by the Consultant. No extra payment will be made on account of this except the amount quoted in the price bid.
- ii. The investigation, site surveys for different alternatives, preparation of detailed estimates with all plans for civil and electrical works.

2.9 Drawing of the structures including Civil & Electrical works.

- i. The drawing should be furnished in standard sizes and in standard formats showing the plans, sectional elevation and sectional end view with notes covering specifications of design etc.,
 - ii. The design of road and all the structures shall be done as per the latest BIS standard and APSS guide lines and as approved by the TTD.
 - iii. Details of the sections and the details of joints etc., if any. The plans drawn on tracing film (two sets) have to be furnished.
- iv. Services plan
1. Shall provide service plans related to
 - a. Electrical, Access road, Public Health and others as per requirement and compliance with national and local standards.
 - b. Water supply, sewerage, storm water drainage, Power, fire hydrants schemes, internal roads, street lighting, rain water harvesting, water supply intakes arrangements, illumination scheme, ICT/Surveillance, Automation, MEP and other specialized services.
 - c. Circulation, entry-exit plans, crowd

- management, Public Health, and others as per requirement and compliance with national and local standards
- d. Use of non-conventional sources of lighting etc.,
 - e. Preparation of landscape architecture, interior architecture, architectural conservation, graphic design and signages etc.,
2. ENVIRONMENTAL PROTECTION - Cautious effort shall be made to ensure the Project provides positive contribution to the Environment and conform to local pollution control norms.
 3. INTERIOR DESIGN - The interiors of the buildings shall be designed to ensure pleasant ecological environment that encourages excellence and comfort.
 4. Prepare disaster management plan for the Hazards to which site/project is exposed to such as Flood, Cyclone, Rain, Fire etc.
 5. OTHER SERVICES - Any other services connected with the work shall be designed as per standard practice.
 6. The consultant shall ensure the durability, serviceability, structural adequacy, conformation to the design standards aesthetics, structural component of the project before recommending the same for approval.
 7. After scrutiny by TTD, the corrected design and drawings shall be prepared for approval and issue the drawings good for construction and the process.
 8. Any component which requires redesigning on account of exigencies of the site like redesigning the foundations for utilities etc., during the execution shall be approved as expeditiously as possible.

2.10 Preparation of estimates

Report accompanying the estimate discussing salient features and provisions made in the estimate covering all necessary points should be enclosed in the beginning of the estimate.

a. Estimates for structures

Detailed estimates for the road and individual structures are to be prepared as per the approved design and drawing.

- i. The Detailed estimate, data and abstract estimate are to be prepared based on the Common SSR and as per the data adopted by TTD.
- ii. Quotations for materials for which the rates are not covered in SSR., may be obtained from the reputed agencies and manufactures.
- iii. The consultant has to inspect the site, make an assessment of materials required and their availability and accordingly estimate is to be prepared.
- iv. Report accompanying the estimate as per P.W.D standards/ MORTH covering all the necessary points are to be prepared.

v) Detailed estimates and Bill of Quantities:

- a. Prepare the BOQs, estimates, based on applicable State Schedule of Rates/ TTD SSR, good for construction drawings, specifications, etc.
- b. Preparation of Tender drawings and documents, Technical specifications as per recommended vendors / manufacture's materials and equipment.
- c. The Consultant has to provide Detailed Project Report for each building.
- d. Assistance to TTD in providing clarifications to bidders, Pre bid meeting and specifying the construction contract.
- e. Tender documents shall be complete in all respects and sufficient for selection of contractor for project execution.

f) Where prescribed specifications and/or schedule of rates do not provide for certain items/ services, specifications and rates based on proper market rate analysis supported by competitive quotations from reputed/specialized / authorized agencies shall be adopted for these items with the approval of the TTD.

Implementation Drawings, Site Visits / Inspection During Implementation:

- a. Shall, till the completion of the projects, provide a supervisory role during the Implementation stage of the works taken, by conducting intermittent site visits / inspections, briefing / review meetings.
- b. Shall attend all the review meetings conducted by TTD from time to time and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc.
- c. Shall assist in pre-commencement/ Construction / post completion activities with respect to the project,

- for ensuring that the work is carried out as per approved drawings, designs and specifications.
- d. The consultant shall prepare the drawings, technical specifications & liaison with all departments for statutory approvals, clearances of various authorities in execution of the project and ensure compliance with codes, legislation as applicable. The TTD shall pay all statutory fees required for obtaining the approvals from various local bodies / statutory bodies.
 - e. The consultant shall also attend the reviews, meetings, conferences pertaining to the project.
 - f. The consultant shall assist in pre-commencement/ Construction / post completion activities with respect to the project, for ensuring that the work is carried out as per approved drawings, designs and specifications through a team of qualified and experienced technical personnel to be provided at site of work, including Architects, Engineers etc., and to bring out deviations, if any, to the notice of the TTD for its rectifications.
 - g. In the event of differences relating to the interpretations of drawings / designs / specifications / any other part of the Consultancy between the consultant and the contractors, the interpretation and the decision of the TTD shall be final and binding. Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.
 - h. Exercising cost control & economy measures to ensure that the approved estimates are not exceeded.
 - i. The consultant shall obtain the approval of the TTD for any of the material deviation in the design or specification that may be required and felt necessary during execution due to technical or administrative reasons.
 - j. The Consultant should analyse for any deviations, provide detailed specifications and rates as supplemental items, additional items and remains for deletions if any arises during the construction stage.
 - k. The consultant shall be responsible for preparing and submitting "AS BUILT DRAWINGS" of the project and

all services for reference and records to TTD both in hard cloth mounted drawings and digital mode.

Whenever the TTD requests the principal architect for making site visits (other than regular visits) or attending the meeting, it shall be complied with

2.11 Preparation of overall estimate

- i) The consultant has to prepare the overall estimate containing the cost of structures estimates Six estimate copies along with plans have to be submitted.
- ii) Computer CD's / DVD's of all the estimates with dates and report accompanying the estimate have to furnished.

2.12 Bid Documents

- i) Bid documents for execution of the Project on turnkey basis pursuant to clause 2.3 has to be prepared considering the practice of TTD. The consultant will guide and assist the client, if the client feels necessity of his assistance during the execution of the work.
- ii) The G.O's Memo and all the information required by the consultant for guidance will be supplied to him by TTD at appropriate time.
- iii) If the client orders for different bid documents for different works to suit the client requirement, the consultant has to prepare as per the requisition.
- iv) Ten copies of each bid documents prepared along with required plans should be submitted to the client along with the computer CD's/DVD's of the bid documents thus prepared.

2.13 Preparation of Construction program and action plan.

The final report along with designs, estimates, plans, bid documents and computer CD's/DVD's pursuant to the clauses and it should be furnished along with the following information.

- i) The construction programme and action plan and formation of rules articles for maintenance including Civil and electrical works.
- ii) The construction programme and action plan should be discussed in detail, with a report covering the facts and assumptions considered for preparation of plan.

2.14 Final report covering all the points as per the norms of project report prescribed for the above mentioned "PROVIDING CONSULTANCY SERVICES FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY,

DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., for TTD, TIRUPATI”.

2.15 Completion report:

The consultant has to take a certificate from the client after the fulfillment of all obligations pursuant to the bidding documents under T.O.R for item No. 1 of the price bid that the job assigned under contract has been completed to full satisfaction of the client. From the date of the certificate so issued to the consultant, he has to extend his services free of cost pursuant to clause 2.3 for a period of 24 Months.

Note: The consultant have to carry out any other work contingent to the main specified in T.O.R assigned by the client at his cost only. No extra payment will be made for such contingent works.

SECTION -03

WORK PROGRAMME

FORM-F-1

Time schedule for different activities of work plan and submission of reports including sketch plans

(a) Field investigations:

Sl. No.	Item		Month wise Program			
	Main Task	Sub-Task	1 st month	2 nd month	3 rd month	4 th month
1	Preliminary Investigation					
2						
3						
4						
5						
6						

7								
8	Detailed Investigation							
9								
10								
11								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28	Processing data on various aspects, designs and drawings of all structures and preparation of estimates							
29								
30								
31								
32								
33								
34								
35								

36	Preparation of Project report						
37							
38							
39							
40							
41							

B. Compilation and Submission of Reports:

Sl. No.	Item		Month wise Program			
	Main Task	Sub-Task	1 st month	2 nd month	3 rd month	4 th month
1	Compilation and Submission of Reports	Preliminary Study of All Alternatives				
2		Designs and Detailed Drawings of all components of selected alternative				
3		Draft Project Report				
4		Detailed Project Report including designs, drawings, cost estimates and tender documents				

Form No. F-2

(To be furnished with Technical bid)

COMPOSITION OF THE TEAM PERSONEL AND TASK WHICH WOULD BE ASSIGNED TO EACH MEMBER

1. Technical / Managerial Staff:

Sl. No.	Name	Position	Task Assignment	Period

2. Supporting Staff:

Sl. No.	Name	Position	Task Assignment	Period

Form F-3

Work Program and Time Schedule for Key Personnel

Sl. No.	Position /Designation	Name	Field Man-Months	Office Man-Months	Field	Office	Remarks

Work Program and Time Schedule for Support Personnel

Sl. No.	Position /Designation	Name	Field Man-Months	Office Man-Months	Field	Office	Remarks

Work Program and Time Schedule for Administrative Personnel

Sl. No.	Position /Designation	Name	Field Man-Months	Office Man-Months	Field	Office	Remarks

Form F-4

The bidders comments if any on the data, services and facilities to be provided by TTD

Form F-5

Details of prestigious awards

Form No. F-7**(To be furnished with Price-bid)**BREAKUP OF COST

Sl. No.	Item	Amount
1.	Cost of Preliminary survey and preparation of Comparative Study of different alternatives	
2	Cost of detailed investigation of selected alternative	
3	Cost of preparation of designs / specifications	
4	Cost of preparation of draft project report including cost estimates, detailed drawings etc., and draft tender documents	
5	Cost of preparation of project report and tender documents in 10 copies including designs, drawings cost estimates	
	Total	

1. Breakup of cost pursuant of clause 1.19 should be furnished by splitting the above items of work in the light of items of work mention in T.O.R.
2. The above break up of rates furnished is not for payment purpose but only for adjudging the reasonableness.
3. The details furnished under this format should be pursuant to clause 1.14 ante

Please Note:

- i. The break up given above is approximately only since some of the activities overlap.
- ii. Cost of man power is added in the corresponding period.

SECTION-04

PRICE BID AND PAYMENT CONDITIONS

4.1 INSTRUCTIONS:

- i. Bidders shall have to quote their rates in price bid for the work specified in terms of reference (T.O.R).
- ii. For investigation and site survey for different alternatives, preparation of cost estimates of alternatives with adequate details for each alternative with merits and demerits and preparation of Detailed Project Report for selected alternative of scheme with detailed designs, specifications, drawings and detailed cost estimates of the scheme inclusive of Civil and Electrical works and preparation of tender schedules for execution of the above scheme (in 10 sets) as per conditions and specifications stipulated in T.O.R. The consultant has to render his services for a period 24 months after submission and approval of Detailed Project Report.
- iii. The bidders shall be entirely responsible for the sufficiency of the rates quoted by them in their bid. The rates shall be written both in words and figures in the price bids.
- iv. In case of discrepancy between the rates/amount quoted in figures and words, the rates/amount quoted in words shall prevail. Bidders are requested to take into account all the taxes and other liabilities as relevant and quote a firm price in the price bid. No change or price adjustment will be allowed on any account after opening of the price bid. The rates quoted shall be Indian rupees only.
- v. The consultant shall quote his rate against item no.2 of price bid for each visit to the project for rendering technical assistance to the client during the implementation phase. The consultant shall visit the project site and render required technical assistance to the client within 3 days from the date of request from the client. No extra payment will be made for any number of days he works in one visit. He has to attend all the work during his visit satisfactorily and prefer the bill for each visit.
- vi. If, the financial offer of any of the tenderer is abnormally high or abnormally low, then, the TTD can ask such tenderers to furnish the break-up details of their financial offer. If the break-up details furnished are not justified, such tenders will be rejected by the competent authority of the TTD.

4.2 Payment clauses:

For each individual item, payment will be made separately as follows.

4.2.1 First payment:

A sum equal to 20% of the agreement value against item of price bid will be paid to the consultant after selection of the best alternative by the TTD for commencing detailed investigation of selected alternative.

4.2.2 Second payment:

A sum equal to 15% of the agreement value against item of price bid will be paid to the consultant after review of detailed investigations / surveys / tests carried out by the consultant by the TTD.

4.2.3 Third payment:

A sum equal to 15% of the agreement value against item of price bid will be paid to the consultant after review and acceptance of designs of selected alternative by the TTD.

4.2.4 Fourth payment:

A sum equal to 40% of the agreement value against item of price bid will be paid to the consultant after submission of project report including designs, drawings, cost estimates and tender schedules in 10 copies to the TTD.

4.2.5 Fifth and final payment:

Sum equal to 5% of the agreement value against item of price bid will be released after 12 months from the receipt and acceptance of designs, estimates and tender schedules and detailed project report. Balance 5% after completion of the project.

4.3 All the payments will be made in Indian currency (i.e., Rupees)

only.

4.4 The EMD paid by the consultant for the above work will be released after 24 months, after submission and approval of detailed project report.

4.5 Any item of work referred in TOR are subsequently deleted by the client after entering into agreement cost of such item of work will be deducted from the payments due to consultants based on the breakup of rates furnished by the consultant along with the bid.

4.6 Payment for visits to the project area for rendering technical assistance during implementation period.

Payment for each visit of the consultant for the period beyond 24 months after submission and approval of detailed project report will be made as per the rate against item no.2 of price bid, after each visit against the bill preferred by the consultant in this regard. No extra payment will be made for travel and accommodation etc.

SECTION 05

GENERAL CONDITIONS OF THE CONTRACT

5.1 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal employer as between the client and consultants. The consultants, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

5.2 Law Governing contract

This contract, its meaning and interpretation and the relation between the parties shall be governed by the Applicable Law.

5.3 Language

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

5.4 Notices

- i. Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail to such party at the following address.

	The DyEO(G), T.T. Devasthanams, Administrative buildings, K.T. Road, Tirupati- 517501, A.P.
For the Consultants
Attention
Address

- i. A party may change its address for notice for here under by giving the other party notice of such change pursuant to this clause.

5.5 Locations:

The service shall be performed at such locations as are specified in documents and where, the locations of a particular task are not as specified at such locations as the client may approve.

5.6 Authority of Member-in-charge:

The consultant hereby authorizes to act on their behalf in exercising all the

Consultant's right and obligations towards the Client under this contract including without limitation the receiving of the instructions and payment from the client.

5.7 Authorised representatives:

Any action required or permitted to be taken and document required or permitted to be executed under this contract, may be taken on executed

- i. On behalf of the Client by any representative of the DyEO(G), T.T.D. , Tirupati
- ii. On behalf of the Consultant by Sri.....

5.8 Goods &Service Tax (GST)

Only Goods and Service Tax (GST) will be paid extra. Any other taxes applicable shall be borne by the consultant only from his consultancy fee. The Consultants would deposit the Goods & Service Tax (as applicable) on receipt of payment to the Government of India and the copy of the remittance Challan would be submitted to the TTD as a proof of payment of GST.

5.9 Income Tax

- i. During the course of the contract period, deduction of income tax as in force shall be made at the prevailing rate of income tax department issued from time to time of the gross amount of each bill at source.
- ii. The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

5.10 Standard deductions:

Mandatory deductions Income Tax, GST as applicable will be deducted from the consultancy fee and a certificate will be issued to this effect

5.11 Advances

Request for making advance payment on any ground shall not be entertained.

5.12 Sub-letting of contract

The Contractor shall not sublet the work. However, he may be required to depute specialized agencies for a particular work, approval of which may be sought from the TTD before appointing.

5.13 Dispute & Differences:

Decision of the TTD regarding performance of contract, levy of compensation for Delay etc., and payments for contract work of extra work done shall be final and binding on the contractor. However, any dispute arising out of this contract can be referred to Arbitration as per Indian Arbitration and Conciliation Act 1996 and their amendment time to time there on.

5.14 Jurisdiction

For the purpose of the notice inviting tender, acceptance of tender and its finalization and agreement, shall be deemed to have taken place within the state of ANDHRA PRADESH and the courts in TIRUPATI, ANDHRA PRADESH shall have jurisdiction over the matters arising under or out of this agreement.

5.15 Commencement, completion, modification and termination of contract:

5.15.1 Effectiveness of contract:

This contract shall come into force and effect on the date (effective date) of signing of agreement between the parties pursuant to the clients notice to

the consultants confirming the award.

5.15.2 Termination of contract for failure to become effective:

If the services not commenced within a month from the date of signing the agreement, the TTD is at liberty to terminate the contract duly forfeiting the EMD.

5.15.3 Commencement of Services (Starting date) :

The consultants shall begin carrying out the service from the date of concluding the agreement.

5.15.4 Expiration of Contract:

Unless terminated earlier pursuant to clause 5.15 hereof, this contract shall terminate when pursuant to the provisions hereof, the services have been completed and the payments of remuneration and reimbursable expenditure have been made.

5.15.5 Entire agreement:

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

5.15.6 Modification:

Modification of the terms and conditions of this contract including any modification of the scope of services, may only be made by written agreement between the parties and shall not be effective until the consent of the DyEO(G), TTD, Tirupati has been obtained. However, each party shall give due consideration to any proposals for modification made by the other party.

5.16 Force Majeure

5.16.1 Definition

- i. For the purpose of this contract, " Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war, riots, civil disorder, earth quake, fire explosion, storm, flood, or other adheres

weather conditions, strikes, lockout or other industrial action are within the power of the invoking Force Majeure to prevent Confiscation, or any other action by Government agencies.

- ii. Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a party or such party's sub-consultants or agents or employees, not (ii) any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force majeure shall not include in sufficiency of fund or failure to make payments required hereunder.

5.16.2 No breach of contract:

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under this contract in so far as such inability arises from the event of Force Majeure provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the Terms and conditions of this contract.

5.16.3 Measures to be taken :

- i. A party affected by an even of Force Majeure shall take all reasonable measure to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- ii. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii. The parties shall take all reasonable measure to minimize the consequences of any event of Force Majeure.

5.16.4 Extension of time:

Time shall be considered as the essence of the contract, if however the failure of consultants to complete the work as per the stipulated dates referred to above or from increase in the quantity of work to be done under the contract, or Force Majeure, an appropriate extension of time will be given. The consultant shall request such extension within one month of the cause of such delay and in any case before expiry of the Contract period. No extra rates are admissible during the extended period due to hike in prices etc., whatsoever it may be.

5.16.5 Payments:

During the period of their inability to perform the services as a result of an event of Force Majeure the consultants shall only be entitled to continue to be paid after completion of the obligations.

5.16.6 Consultation:

Not later than thirty (30) days after the consultants as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

5.17 Suspension

The client may, by written notice of suspension to the consultants, suspend all payments to the consultants hereunder if the consultants fail to perform any of their obligations under this contract, including carrying out of the services, provided that such notice of suspension (i) shall specify that nature of the failure, and (ii) shall request the consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultants of such notice of suspension.

5.18 Termination:

5.18.1 By the Client

The client may, by not less than thirty (30) days written notice of termination to the consultants except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than (60) days such notice to be given after the occurrence of the events specified in paragraph (a) through (f) of this clause terminate this contract.

i) If the consultant fail to remedy a failure in the performance of their obligations hereunder as specified in a notice of suspensions, pursuant to clause 6.13 herein above, within thirty (30) days of receipt of such notice of suspension or within such further period as the client may have subsequently approved in writing.

ii) If the consultants or any or any of their members become insolvent or bankrupt or enter into any agreements with their credits for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

iii) If the consultants failed to comply any final decisions reached as a result of mutual settlement.

iv) If the consultants submit to the client a statement which has a material effect on the rights, obligations or interest of the client and which the consultants known to be false.

v) If as a result of force majeure, the consultants are unable to perform a material portion of the services for a period of not less (60) sixty days or

vi) If the client in its sole discretion and for any reason whatsoever, decides to terminate this contract.

vii) Notwithstanding above, the client can terminate the contract for convenience also.

5.18.2 Cessation of rights and obligations

Upon termination of this contract pursuant to clause 5.15.2 or 5.18 hereof or upon expiration of this contract pursuant to clause 5.15.4 hereof, all rights and obligations of the parties here under shall cease, except

- i. Such rights and obligation as may have accrued on the date of termination or expiration
- ii. The obligation of confidentiality set forth in clause 5.23 hereof and
- iii. Any right which a party may have under the applicable law.

5.18.3 Cessation of services

Upon termination of this contract pursuant to clause 5.18 hereof the consultants shall immediately upon dispatch of receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner. With respect of documents prepared by the consultants and equipment and materials furnished by the client, the consultants shall proceed as provided, respectively, by clauses 5.18.2 or 5.18.4 hereof.

5.18.4 Payment upon termination:

Upon termination of this contract pursuant to clause 5.18 hereof the client shall make the following payments to the consultants.

- i. Remuneration pursuant to the consultants
- ii. Reimbursable expenditure pursuant to clause 5.18.4 hereof for expenditure actually incurred prior to the effective date of termination and,
- iii. Except in the case of termination pursuant to paragraph(a) through (d) of clause 5.18 hereof, reimbursement of any reasonable expenditure not incident to the prompt and orderly termination of the contract including the cost of the return travel of the consultant's personnel and their eligible dependants. As per actual Travel performed for the purpose of carrying out his job only.

5.19 Liquidated damages :

Subject to the provisions of the contract, if the consultant fails to carry out the progress of work as stipulated subject to the clause 1.4 above, liquidated damages will be recovered from the consultant for the delay in completing the activity as specified in schedule of activity at the rate of 1% of the contract price per month or part of the month subject to maximum of 5% of contract price against item no. 1 of Financial bid.

5.20 Obligations of the Consultants

5.20.1 General

1. Standard of performance :

The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the survey work and with professional engineering and consulting standards recognized by the international bodies, and employ appropriate advanced technology and safe and effective equipment and methods. The consultants shall always act, in respect of any matter relating to this contract or to the services as faithful advisors to the client and shall at all times support and safeguard the clients' legitimate interest in any dealings with sub-consultants of the parties.

2. Law Governing Services :

The consultants shall perform the services in accordance with the applicable law and shall take all practicable steps to ensure that any sub-consultants, as well as the personnel and agent of consultants and any sub-consultants, comply with the applicable law. The client shall advise the consultants in writing of relevant local customs and the consultants shall after such

notifications respect such customs.

5.20.2 Conflict of interests:

- i. Consultants not to benefit from commission, Discounts. The remuneration of the consultants pursuant to payment clause shall constitute the consultants sole remuneration in connection with this contract or the service and subject to clause 5.36 hereof the consultants shall not accept for their own benefit any trade, commission, discount or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations hereunder and the consultants shall use their best efforts to ensure that any sub-consultants as well as their personnel and client or either of them similar shall not receive any such obligational remuneration.
- ii. **Procurement rules of Funding agencies :**

If the consultants as part of the services have the responsibility of advising the client on the procurement of goods, work of services, the consultant shall comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the client. Any discount or commissions obtained by the consultants in the exercise of such procurement responsibility shall be for the account of the client.

5.20.3 Consultants and Affiliates not to be otherwise interested in project :

The consultants agree that, during the term of this contract and after its termination, the consultants as well as any of his personnel and any entity affiliated with such personnel shall be disqualified from providing goods, works or services for the project.

5.20.4 Prohibition of Conflicting Activities:

Neither the consultants nor their sub-consultants nor the personnel of either of them shall engage, either directly or indirectly in any business of professional activities in the state of Andhra Pradesh which would conflict the activities assigned to them under this contract.

5.21 Fair Wage Clause:

- i. The contractor shall pay not less than fair wages to laborers engaged by him on the work. 'Fair wages' means wages whether for time of piecework notified by the Government

- from time in the area in which the work is situated.
- ii. The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.
 - iii. In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the Officer in-charge.
 - iv. The officer in-charge shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.
 - v. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.
 - vi. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.
 - vii. Any violation of the conditions above shall be deemed to be a breach of his contract.

5.22 Rules for the provisions of health and sanitary arrangements for workers

The contractor's special attention is invited in clause 37, 38, 39 and 51 of the preliminary specification to the APDSS and he is requested to provide at his own expenses the following amenities to the satisfaction of the officer in-charge concerned.

1. First aid	2. Drinking water
3. Washing and bathing place	4. Latrines and urinals
5. Shelters during rest	6. Crèches

7. Canteen	8. Sheds for workers
9. Land for temporary storage of materials	10.Labour camp and contractor's staff colony
11.Transportation of labour	12.Safety measures

5.23 Confidentiality

The consultants their sub-consultants and the personnel of either of them shall not, either during the term or within 2 (two) years after the expiration of this contract, disclose any proprietary or confidential information to the project, the services, this contract or the client's business or operations without the prior written consent of the client.

5.24 Liability of the consultants:

The consultants and each of their members shall be jointly and severally liable to the client for the performance of services in accordance with the provision of this contract and for any loss suffered by the client as a result of the default of the consultants in such performance, subject to the following limitations.

- i. The consultants shall not liable for any damages or injury caused or arising out of the act, neglect, default or omission of any persons other than the consultant its sub-consultants or the personnel of either of them and
- ii. The consultant shall not be liable for any loss or damage caused by or arising out of circumstances over which the consultants had no control.

5.25 Indemnification of the client by the Consultants:

The consultants shall keep the client, both during and after the term of this contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions proceedings, demands, costs and claims including but not limited to, legal fees and expenses, suffered by the client or any third party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the consultants or their sub-

consultants, or the personnel or agents of either of them including the use or violation of any copy right work or literary property or patented invention, article or appliance.

5.26 Insurance to be taken out by the consultants:

The consultants(i) shall take out and maintain and shall cause any sub consultants to take out and maintain at their own cost but on terms and conditions approved by the client, insurance against the risks and for the coverage set forth below and (ii) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premium therefor have been paid.

- i. Third party motor vehicle liability insurance in respect of motor vehicles operated by the consultants or their personnel or any sub-consultants or their personnel in accordance with relevant provisions of the applicable law;
- ii. Employer's liability and workers compensation insurance in respect of the personnel of the consultants and of any sub consultant, in accordance with the relevant provisions or applicable law, as well as, with respect of such personnel, any such life, health accident, travel or other insurance as may be appropriate and
- iii. Insurance against loss of or damage to (i) equipment purchased win whole or in part with funds provided under this contract (ii) the consultant's property used in the performance of the services and (iii) any documents prepared by the consultants in the performance of the service.

5.27 Consultant's Actions requiring Clients prior Approval.

The consultants shall obtain the clients prior approval in writing before taking any of the following actions :

- i. Appointing personnel to carry out any part of the services including the terms and conditions of such appointment
- ii. Entering into a subcontracts for the performance of any part of the services, it being understood(i) that the selection of the sub-consultant and the terms and conditions of the sub-consultant and the terms and conditions of the sub-contract shall have been approved in writing by the client prior the extension of the subcontract and
- iii. That the consultants shall remain fully liable for the performance of the services by the sub-consultants and its personnel pursuant to this contract.

5.28 Reporting obligations:

The consultants shall submit to the client the reports and documents specified in Ten(10) copies in draft stage and within the time periods set forth in the schedule.

5.29 Documents prepared by the consultants to be property of the client:

All plans, drawings, specifications, designs, reports and other documents prepared by the consultants in performing the services shall become and remain the property of the client, and the consultants shall, not later than upon termination or expiration of this contract deliver all such documents to the client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the client.

5.30 Equipment and Materials / furnished by the client:

Sophisticated and modern and reliable survey equipment should be used to carryout studies. No advance payment will be made by the client to procure such equipments. The client does not require these instruments. They will remain the property of the consultants. The client will not furnish ay equipment and material required for carrying out the job as per TOR. The consultant has to procure them and use for the work.

5.31 Consultant personnel

5.31.1 General

The consultants shall employ and provide such qualified and experience personnel as are required to carry out the services

5.31.2 Description of personnel

- i. The services shall be carried out by the personnel specified in **form** here of (herein after called the personnel) for the respective periods of time indicated hereon.
- ii. If require to comply with the provision of clause 5.20.1 of this contract, adjustments with respect to the estimated periods of engagement of personnel set forth in **Form F-3** may be made by the consultants by written notice to the client, provided(i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week

whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in clause 5.36 of this contract. Any other such adjustments shall only be made with the client's written approval. (c) if additional work is required beyond the scope of the services specified in this contract. The estimated periods of engagement of personnel set forth Form No.F-3 may be increased by agreement in writing between the client and the consultants provided that any such increase shall not, except as otherwise agreed, cause payment under this contract to exceed the value of contract.

5.31.3 Approval of Personnel

- i. The personnel and sub-consultants listed by title as well as by name will be subject to approval by the client. In respect of other personnel, which the consultants propose later on in the carrying out of the services, the consultants shall submit to the client for review and approval a copy of their biographical data. If the client does not object in writing within twenty one(21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such personnel shall be deemed to have been approved by the client.
- ii. The personnel shall not be entitled to be paid for overtime or to take paid sick leave. Any taking of leave by personnel shall be subject to the prior approval by the consultants who shall ensure that absence for leave purposes, will not delay the progress and adequate supervision of the services.

5.31.4 Removal and/or replacement of personnel

- i. Except as the client may otherwise agree, no changes shall be made in the personnel. If, for any reason beyond the reasonable control of the consultants, it becomes necessary to replace any of the personnel, the consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- ii. If the client (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel then the consultants shall, at the client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the client.
- iii. Any of the personnel provided as replacement under clause (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditure due to the number of eligible dependents) the consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the client. Except as the client may otherwise agree (i) The consultants shall bear all additional travel and other costs arising out of

the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replace.

5.31.5 Resident project Manager

The consultants shall ensure that at all times during the consultants performance of the service in the project area a resident project manager, acceptable to the client shall take charge of the performance of such services.

5.31.6 Obligations of the client

The client shall use his best efforts to ensure that the TTD shall:

- i. Provide the consultants sub consultants and personnel with permits and such other documents as shall be necessary to enable the consultants, sub-consultants or personnel to perform the service.
- ii. Issue to officials agents and representatives of the Government all such instructions as may be necessary or appropriate and effective implementation of the services.

5.32 Access to Land

The client warrants that the consultants shall have free of charge, unimpeded access to all land in the project area in respect of which access is required for the performance of the service expect in respect of forest area. The client will not be responsible for any damage to such land or any property there on resulting from such access and will indemnify the consultants and each of the personnel in respect of liability for any such damage, unless such damage is cause by the default or negligence of the consultants or any sub-consultant of the personnel of either of them.

5.33 Changes in Applicable Law

If, after the date of this contract, there is any change in the applicable law which increase or decrease the cost or reimbursable expenses incurred by the consultants in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultants under this contract shall be increased or decreased accordingly by agreement between the parties here to, and corresponding adjustment shall be made to the ceiling amounts specified in clause 4.2.1 to 4.2.5.

5.34 Accommodation and Transportation

For visit of consultant during the course of study, the consultant should make his own arrangements for transport and residential accommodation for himself and his staff during the visit, to the project area.

5.35 Indemnification of the consultant by the client

The client shall keep the consultants, both during and after the term of this contract, fully and effectively indemnified against all losses, damages, injuries, death expenses, actions proceedings cost and claims including, but not limited to legal fees and expenses suffered by the consultants or any third party where such loss, damage, injury or death is the result of a wrongful action, negligence of or breach of contract of the client or its employees or agents.

5.36 Payments to the Consultants

The officer in-charge concerned, TTD shall pay to the consultant for provision of services specified in this agreement as set out in clause 4.2.1 to 4.2.5.

5.37 Schedule of payments:

Schedule of payments shall be as per clause 4.2.1 to 4.2.5.

5.38 Mode of billing And Payments

The consultant shall submit the bills in duplicate to the client on firms printed bill forms indicated the work done by him, during the period for which payment is sought.

a. The client shall cause the payment of the consultants periodically as given schedule of payment vide clause 4.2.1 to 4.2.5, after the receipt by the client of intermediate bills with supporting documents. But if the progress is not satisfactory and according to agreed work programme/schedule the payment may be with held.

5.39 Prices on firm basis

Prices are firm and no change or price adjustment will be allowed on any account.

5.39.1 Succession:

The agreement shall not be dissolved by the death or demise of the client. His rights and obligations shall pass to his successor.

Should the consultant be a partnership, the agreement shall not be dissolved by the death or withdrawal of one or more members of the partnership.

5.39.2 Withholding of disputed amounts

If any item or part of an item of an invoice rendered by the consultants his

disputed or subject to question by the client, the payment by the client of that part of the shall be withheld on those grounds.

5.40 Resolution of disputes

Except as otherwise provided in the contract any disputes and differences arising out of relating to contract shall be referred to adjudication as follows:

a. Settlement of claims for Rs.50,000/- and below by Arbitration:

All disputes or difference arising of or relating to the Contract shall be referred to the adjudication as follows:

(i)	Claims up to a value of Rupees 10,000/-.	Superintending Engineer, of another circle in the same department of T.T.D.
(ii)	Claims above Rs.10,000/- and up to Rupees 50,000/-	Another Chief Engineer, from the Government Department of A.P.

The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

The arbitrator shall state his reasons in passing the award.

a. Claims above Rs.50,000/-.

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

A reference for adjudication under this clause shall be made by the contractor within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.

Declaration by the tenderer

The tenderer shall have to furnish the following declaration:

- a. That the firm was not black listed by any department in Andhra Pradesh State Government or other State/Central Govt. due to any reason.
- b. That the firm was not disqualified for any wrong declaration.
- c. That firm agrees to disqualification of tender forms summarily in case of wrongful representation of facts comes to notice.

SECTION-06**PRICE BID** (Financial Proposal)

N. W: PROVIDING CONSULTANCY SERVICE FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., TTD, TIRUPATI.

Sl. No	Quantity	Description of work	Total Amount [in Rupees]
1	One package	Consultancy charges for detailed CONSULTANCY SERVICE FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., TTD, TIRUPATI for different possible alternatives with adequate details for each alternative with merits and demerits and preparation of detailed project report for selected alternative including all necessary surveys / works and other infrastructure facilities with detailed designs, Specifications, drawings and detailed cost estimates of the Scheme inclusive of Civil & Electrical works and preparation of tender schedules for execution of the above Project (in 10 sets) as per conditions and specifications stipulated in the bid document under terms of reference (TOR).	
		a. For DESIGN, CREATION OF RECORD MAINTENANCE FACILITY	
		a. For Digitalization of the Existing Records	
		a. For DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM	
2.	20 Days	Consultancy charges for rendering Technical assistance, site inspection and advice to TTD during the execution of the project after completion of consultancy contract period (i.e., 24 months after submission and approval of detailed project report) Rate for visit per day at site on all inclusive basis (covering transport, lodging boarding, secretariat service etc.,)	
		Total:	

Total Value of the Contract in Words: (Rupees _____) _____)
--

Note:

1. The rate should be quoted for all the services mentioned for item 1&2 both separately, both in figures and in words. Rates quoted in words will prevail in case of discrepancy. Rate should be quoted in rupees only.
2. Validity of bids: 90 days from the date of opening of bids.
3. Detailed breakup in support of the above rate should be furnished failing which the bids shall be liable for rejection.
4. **Taxes & Duties:** The rate quoted shall be deemed to be inclusive all charges, other taxes, levies etc., (Excluding applicable GST).

SUBMISSION OF TENDER

To

The DyEO(General),

Tirumala Tirupati Devasthanams,

Tirupati.

Sir,

SUB: SUBMISSION OF TENDER DOCUMENT FOR PROVIDING CONSULTANCY SERVICE FOR DESIGN, CREATION OF RECORD MAINTENANCE FACILITY, DIGITALIZATION OF EXISTING RECORD AND DEVELOPMENT OF APPLICATION SOFTWARE FOR DOCUMENT MANAGEMENT SYSTEM etc., TTD, TIRUPATI.

I/We hereby submit the Tender and if this tender is accepted, I/We undertake to execute the above work as described in the specification etc. and any such variation by the way of alternations or additions to and omissions from the said work and methods of payment are as provided for in the conditions of contract. I/We fulfill the eligibility criteria as per the conditions of Contract. We have gone through the various terms and conditions and I/We agree to undertake the work. I/We agree to keep the offer in the tender open for acceptance of Competent Authority of TTD for a period of 90 days as mentioned in the tender notice and undertake not to modify the whole or any part of it for any reasons within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the TTD shall have the right to forfeit the earnest money deposited by me/us. I/We have carefully read and understood the instructions in the tender document and that I/We have made such examinations of the contract documents and of the location of the said work and other investigations required for execution of the work in the contract and in the said scope of work and distinctly agree that; I/We shall not thereafter make any claim or demands upon the Authority based upon arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements conversant, agreements, stipulations, restrictions and conditions.

I/We enclose herewith a DD[name of the Bank] _____ amounting to Rs.....AS EMD for Category..... drawn on towards Earnest Money which shall not bear any interest and agree to the conditions mentioned regarding total amount of EMD and refund in case the bid is not successful.

I/We shall enter into the required agreement as prescribed failing which I/We

agree to the forfeiture of the earnest money. I/We fully understand that written agreement to be entered into between me/us and the Authority shall be the basis of the rights of both the parties and contract, shall not be deemed to be completed until agreement has first been signed by me/us and then by the officer authorized to enter into contract on behalf of TTD

Witness

***Signature of contractor
with Complete address***

Dated theday of.....2022.

AGREEMENT

This agreement made on the day of, 2022 between Tirumala Tirupati Devasthanams, Tirupati registered under.....and having its registered office at Tirupati, Andhra Pradesh (hereinafter referred to as "TTD" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of FIRST PART.

And M/s....., incorporated under the provision ofand having its registered office at " (here in after referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of Second PART.

Now this agreement witnesses as follows

1. In this agreement word and expression shall have the same meanings as are respectively assigned to the terms and conditions of contract herein after referred to.

2. The following documents shall be deemed to form, be read and construed as

part of this agreement viz.

- a. Invitation of tender, information and instructions for tenderers
- b. Terms of Reference (T.O.R) and fulfillment of eligibility criteria
- c. Work Programme
- d. Price Bid and Payment Conditions
- e. General conditions of the Contract
- f. Price Bid

3. In consideration of such rate quoted by the contractor and accepted by TTD the agency hereby covenants to complete the work in all respects in conformity with the provisions of the contract.

In witness where of the parties have hereinto set their respective hands and seals on..... day.....Year.

Signed and Delivered by _____ for TTD

For the Agency, in the capacity of _____ in the capacity of _____

Signature of Witness (02)

Name and address

.....

Annexure-A

FORMAT FOR FINANCIAL SUMMARY DATA

TURNOVER RELATED DATA (All figures in INR Crore)

Description	P a s t F i n a n c i a l Y e a r s				
	Yr 01 (2017-	Yr 02 (2018-	Yr 03 (2019-	Yr 04	Yr 05 (2021-

	18)	19)	20)	(20 20- 21)	22)
Revenue From Consultancy (excluding Turnkey projects& Contract Projects					

Financial Year: 1st April to 31st March or the accounting year followed and audited.

Note:

1. The applicant shall submit Audited Balance Sheets/ Annual Reports
 - 2.The annual Turnover & Net worth data should be certified by a practicing Chartered Accountant
- The consultant shall submit income tax returns and GST returns failed for last three assessment years.

SIGNATURE

NAME

DESIGNATION

COMPANY SEAL

COMPANY

DATE

Annexure-B

Format for Applicant's Experience PROJECT EXPERIENCE

S I. N		Nam	Clie		Pro ject Co		Proje ct cost	Docume
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Sl. No.	Year of Completion	Name of Project	Project Details	Project Location	Components	Salient features of project	(Rs. In millions)	Document Enclosed As Proof of Experience*
1.								
2.								
3.								
4.								
5.								

Signature

Name

Designation

Company

Date

Notes:

The claimed experience shall be supported by project completion certificates issued by the clients towards

documentary evidence

Annexure-C

**Format for
DETAILS OF KEY PROFESSIONAL
PROPOSED TO BE DEPLOYED NOT
LIMITED TO FOLLOWING**

- 1 Name of the Person:
- 2 Registration Details Number & Year of Registration:
- 3 Date of Birth:
- 4 Nationality:
- 5 Key Expertise:
- 6 Proposed Role/ Responsibilities:
- 7 Educational Qualifications (including Year of Completion):
- 8 No. of Years of Professional Experience:

Organisation	Designation	Period Starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years Months)

9. Project Experience:

Year of completion	Project Name	Client	Project components	Salient features of project	Role of Proposed Architect

Certification:

1. I am willing to work on the Project and I will be available along with

the project team for entire duration of the Project assignment as and when required, at Tirupati, Andhra Pradesh.

2. We will have a project team at Tirupati, during the entire project period till completion of project construction
3. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Chief Architect /Authorised Signatory)

Place-----