



PALAMURU UNIVERSITY MAHABUBNAGAR TELANGANA STATE – 509001.

NOTICE INVITING TENDER

NIT No.202/Admn./PU/e-Tenders/2023/BB Court/3rd Call, Dated 15-09-2023.

Name of the Work: Construction of Basketball Court at PG Centre Gadwal, Palamuru University Campus, Mahabubnagar.

A set of Bid documents issued for the purpose of Bidding includes the following, together with any addenda thereto which may be issued in accordance with the proceedings.

Section I:	Notice Inviting Tender
Section II:	Instructions to Bidders
Section III:	Articles of Agreement
Section IV:	General Conditions of Contract
Section V:	Special Conditions of Contract
Section VI:	Additional Conditions of Contract
Section VII:	Bill OF Quantities (Financial Bid)

The Bidder is expected to examine carefully all instructions, Bid conditions, forms appended to Bid, agenda in the Bid documents. Failure to comply with the requirements of Bid submission will be at the Bidder's own risk.

SECTION - I
NOTICE INVITING TENDER

Tender Type: Open

Name of Work: Construction of Basketball Court at PG Centre Gadwal, Palamuru University Campus, Mahabubnagar.

1.	Department Name	PALAMURU UNIVERSITY
2.	Circle / Division Name	MAHABUBNAGAR
3.	Tender Notice Number	NIT No.202/Admn./PU/e-Tenders/2023/BB Court/3rd Call, Dt 15-09-2023.
4.	Tender Subject	Construction of Basketball Court at PG Centre Gadwal, Palamuru University Campus, Mahabubnagar.
5.	Period of Completion	60 Days
6.	Form of Contract	Open
7.	Tender Type	Open
8.	Tender Category	Civil Works (Construction of Basketball Court)
9.	Estimated Contract Value	Rs.17,53,194.67
10.	Bid Security (EMD)	Rs. 50,000/- (Rupees Fifty Thousand only)
11.	Bid Security Payable to	EMD to be paid in the shape of Online / Demand draft in favour of Registrar Palamuru University.
12.	Tender Fee	INR 5,000/- (Rupees Five Thousand only) Non-Refundable, by a way of Demand Draft in favour of Registrar Palamuru University and the hard copy must be submitted at the time of Bid Opening to the Office of the Registrar Palamuru University, without fail.
13.	Tender Fee Payable	Registrar Palamuru University
14.	Transaction Fee	Charges payable to Service Provider Participating bidder shall pay fee @ of 0.03% of ECV+18% towards GST as transaction fee on e-procurement at the time of bid submission in favour of TSTS, Hyderabad by way of electronic payment Gateway. The transaction fee is not refundable.
15.	Start Date (Downloading)	15-09-2023 from 11:00 AM
16.	Last Date & Time for receipt of Bids	19-09-2023 up to 3:00 PM
17.	Technical Bid Opening	19-09-2023 @ 3:00 PM
18.	Price Bid Opening	19-09-2023 @ 3:01 PM
19.	Currency of payment	All payments to be made by the Client will be in INR only
20.	Place of Price Bid Opening	Office of the Registrar, Administrative Building, Palamuru University Campus, Raichur Road, Mahabubnagar – 509001.
21.	Officer Inviting Bids/ Contract Person	Registrar, Palamuru University, Mahabubnagar.
22.	Address / E-mail ID	registrar@palamuruuniversity.ac.in
22.	Contact Details/ Telephone, Fax	7989731204

The interested bidders may download the **TENDER** document from the **e-procurement** web site www.tender.telangana.gov.in. For any further information please contact 7989731204 on any working day.

Bidding Documents

- 1.1 **History of litigation and criminal record:** If any criminal cases are pending against him / her / partners at the time of submitting the Bid, the Bid will be summarily rejected. In this respect, the Bidder shall submit an affidavit to the effect that the history of litigation, criminal cases pending against him / her / partners furnished by him/her is true.

In case, it is detected at any stage that the affidavit is false, he will abide by the action taken by the CLIENT / Palamuru University without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

- 1.2 The Registrar, CLIENT reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.
- 1.3 The Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the Employer and has furnished the required Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance.
- 1.4 The Bid Security will be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity. Or
 - b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
 - c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
 - d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time.
- 1.5 The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part 1: Technical Bid** and **Part 2: Financial Bid** for a given Project, Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). The firm satisfying the eligibility criteria as mentioned in tender shall only be considered for further evaluation. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated.
- 1.6 The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted on-line with all pages numbered serially, along with an index of submission as per procedure under e-tendering. The technical proposal is also required to be submitted in a hard bound form exactly as per submission made online with all pages numbered serially along with an index of submission. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event, any of the instructions mentioned herein have not been adhered to, the Employer may reject the Proposal.

- 1.7 Employer will be at liberty to keep the credentials submitted by the bidder at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Bidder should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.
- 1.8 **Procedure for Bid Submission:** The bidder shall submit his response through bid submission to the tender on e-procurement platform at www.tender.telangana.gov.in by following the procedure given below.

The bidder would be required to register on the e-procurement market place www.tender.telangana.gov.in or <http://tender.telangana.gov.in> and submit their bid online.

The bidders shall submit their eligibility and qualification documents, **Technical bid**, **Financial bid** etc., in the standard formats prescribed in the Tender documents, displayed in e-procurement web site. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility/criteria/technical bids in the e-procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him owing responsibility for their correctness / authenticity.

The Technical bids of the bidders will be evaluated based on the certificates / documents uploaded online only towards the qualification criteria furnished by the bidders. The detailed procedure for bid submission is described in bid document.

- 1.9 **Registration with e-procurement platform:** For registration and online bid submission bidders may contact HELP DESK of M/s. Vupadhi Techno Services Pvt. Ltd., www.tender.telangana.gov.in or <http://tender.telangana.gov.in>.

1.10 Digital Certificate authentication:

The bidder shall authenticate the bid with his digital certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform. All the bidders need to obtain Digital Certificates from TSTS: For obtaining Digital Signature Certificate, Please Contact: Telangana State Technology Services Limited: Hacca Bhavan, Hyderabad .

1.11 Submission of Hard Copies

Only the successful tenderer shall hand over the original copies of all the uploaded documents, DDs towards EMD/Performance Guarantee, prior to entering into agreement or his authorized representative directly or through his agent or by Registered post or by Courier service. The department will not take any responsibility for any delay or non-receipt.

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

1.12 Deactivation of Bidders:

- a) The successful bidders found defaulting in submission of hard copies of original DD for EMD/Performance Guarantee, Transaction fee and other uploaded documents to the Tender Inviting Authority before concluding the agreement will be suspended/ disqualified from participating in tenders on e-procurement platform for a period of 12 months.
- b) Bidders need to register on the electronic procurement market place of Government of Telangana i.e. www.tender.telangana.gov.in On registration on the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online.
- c) While registering on the e-procurement marketplace, Bidders need to scan and upload the required documents as per the Tender requirement on to their profile.
- d) The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements uploaded by him before concluding agreement.
- e) The tenderers shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness / deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.
- f) Steps for registering and submission of bids are described in detail in the “Bidders Training Booklet” available with the Department as well as at the above web site.

1.13 General Terms & Conditions

To qualify for consideration of award of contract each tenderer should fulfill the following criteria.

- a. The details and certificates are to be furnished as per the proforma available in the tender schedules.
- b. The tenderer should have the key Personnel's.
- c. The bidder is subjected to be disqualified and liable for blacklisting and forfeiture of EMD/Performance Guarantee, if he is found to have misled or furnished false information in the forms/statements/ certificates submitted in proof of qualification requirements.
- d. Even while execution of the work, if found that the contractor had produced False/fake certificates of experience he will be liable for blacklisting and the contract will be liable for termination and liable for forfeiture of EMD /Performance Guarantee, and all the amounts due to him.

- e. The domestic bidders will have to furnish Power of Attorney in appropriate format in non-judicial stamp paper of appropriate value duly Notarized for submission of the bid, for negotiating with Client and for signing the Agreement. The successful bidder shall have to submit a fresh Power of Attorney duly notarized for transacting or business relating to execution of work immediately after signing of Agreement.

1.14. EMD: The Bidder shall furnish Earnest Money Deposit equivalent to Rs. 50,000/- (Rupees Fifty Thousand only) along with Tender documents in the form of online payment/ challan in favour of “The Registrar Palamuru University” valid for 90 days.

1.15 Special Conditions

- a. Participating bidder shall pay fee @ of 0.03% of ECV+18% towards GST as transaction fee on e-procurement at the time of bid submission in favour of TSTS, Hyderabad by way of electronic payment Gateway. The transaction fee is not refundable.
- b. The bidders intend to know the procedure of bid submission on e-procurement platform; suitable training will be given by M/s. Vupadhi Techno Services Pvt Ltd., 1st Floor, Ramky Grandiose, Sy. No. 136/2 & 4, Gachibowli, Hyderabad.
- c. Palamuru University reserves the right to cancel/alter the bid conditions at any time.
- d. The bidder should submit a copy of valid Service Tax/ GST registration certificate issued by the Service Tax/GST registration authority.
- e. In case of discrepancy between the price quoted online and in supporting documents uploaded, then the price quoted in the template provided online only would be the considered for evaluation.
- f. Bidders may be required by the Employer to justify, to the Employer’s satisfaction, their bid price.

SECTION II INSTRUCTIONS TO BIDDERS

2.1 Bidders shall not be eligible to Bid for works in CLIENT in which any of his near relatives are working in the Palamuru University. Near relatives include

1. Sons, step-sons, daughters, step-daughters.
2. Sons-in-law and daughters-in-law.
3. Brothers-in-law and sisters-in-law.
4. Brothers and Sisters
5. Father and mother
6. Wife / Husband
7. Father-in-law and mother -in-law
8. Nephews, nieces, uncles, aunts
9. Cousins and in addition
10. Any person residing with the contractor, whether related or not.

2.2 Other requirements:

Even if the Bidder meets all the eligibility and qualification criteria, his Bid shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements or if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has participated in previous Bidding for the same works and had quoted unreasonably high Bid price/premium in addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his Bid, he will be blacklisted.

2.3 Site visit

The Bidder is advised to visit and examine proposed work sites and their surroundings and obtain all the information that may be necessary by themselves on their own responsibility for preparation of the Bids and quoting rates. The costs of any such visits shall be entirely at the Bidder's own expense.

2.4 Clarification of Bid documents

Bidders shall carefully examine the Bid documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a Bidder find any discrepancy in or omission from the specification or any other of the Bid documents or should he be in doubt as to their meaning, he should immediately address a query in writing or by fax to the authority.

2.5 Amendment of Bid documents

- i. At any time prior to the dead line for submission of Bids, the CLIENT may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective Bidders, modify the Bid documents by issuing an Addendum.
- ii. In order to afford prospective Bidders reasonable time to take such addenda into account in preparing their Bids, the CLIENT at its discretion, will extend the dead line for the submission of Bids.

2.6 Preparation of Bids

i. Language of the documents

All documents relating to the Bid shall be in the English language.

ii. Bid Prices

- a) The bidder shall quote his offer as Lump sum at appropriate place on e-procurement platform as per procedure. Negotiations are not permitted at any stage in respect of price bid.
- b) The lump sum price quoted by the bidder shall include all the costs as per defined scope of work. The lumpsum offer shall provide for all superintendence, labour, material, plant, equipments and all other things required for work including all Government Taxes and duties and all other Government levies and recoverable / reimbursable amounts

iii. Bid Validity

Bids shall remain valid and open for acceptance for a period of 90 days (3 months) after the date of Bid opening. In exceptional circumstances, prior to expiry of the original Bid validity, the CLIENT may request the Bidder for a specified period of extension of validity. The request for any extension and the responses thereto, shall be in writing or cable. A Bidder may refuse the request without forfeiting his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his EMD.

A Bidder who withdraws his Bid without a valid reason (to be decided by the authority competent to accept the Bid) shall be disqualified for bidding further works in the CLIENT.

iv. Format and signing of Bids

- a) The uploaded bid documents shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder.

- b) The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued, or as necessary to correct errors made by the bidder, in which case all such corrections shall be initialed by the person or persons signing the bid.
- c) All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be printed below their signatures.
- d) Only one Bid shall be submitted by each Bidder. No Bidder shall participate in the Bid of another for the same contract in any capacity whatsoever.

v. EMD

The EMD submitted by the successful Bidder will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.

The EMD shall be forfeited.

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

vi. Pre-Tender Meeting

-Not Applicable-

vii. Amendments to tender document

At any time prior to the dead line for submission of tender, the CLIENT may for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder modify the tender document by issuance of an addendum. The addendum will be kept in website www.tender.telangana.gov.in

2.7 Submission of tenders

- (a) Bidders need to register on the electronic procurement market place of Government of Telangana i.e., "www.tender.telangana.gov.in". On registration on the e-procurement market place they will be provided with a user ID and password by the system using which they can submit their bids online.
- (b) While registering on the e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.

The technical bid evaluation of the bidders will be done on the certificates / documents uploaded through online only towards qualification criteria furnished by the bidders

Only the successful tenderer shall hand over the original copies of all the uploaded documents, Online payment /Challan Generation towards Bid Security/EMD prior to entering into agreement. The department will not take any responsibility for any delay or non-receipt.

- i. The successful bidder shall furnish the original hard copies of all the documents / certificates/statements uploaded by him before concluding the agreement.
- ii. The bidders shall be required to furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously apart from canceling the work duly forfeiting the Bid Security, criminal action will be initiated including suspension of business.
- iii. The successful bidders found defaulting in submission of hard copies of original DD for EMD/Performance Guarantee, Transaction fee and other uploaded documents to the Tender Inviting Authority before concluding the agreement will be suspended/ disqualified from participating in tenders on e-procurement platform for a period of 12 months.
- iv. Steps for registration and submission of bids are described in detail available at the above web site.

The client may, at its discretion, extend the dead line for submission of Bids by issuing an amendment, in which case all rights and obligations of the client and of the Bids which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

2.8 Tender opening

Tender opening will be as per the e-procurement procedures.

2.9 Tender liable for rejection

The tender is likely to be rejected if on opening it is found that –

- a) The bidder has not strictly followed the procedure laid down for submission of tender.
- b) The bidder has proposed conditions which are inconsistent with or contrary to the terms and conditions specified.
- c) Additions, corrections or alteration are made by the bidder on any page of the tender document.
- d) Any page or pasted slips are missing.
- e) The bidder has not signed the tender.
- f) The bidder has specified any additional condition.
- g) The bidder has not attached the addendum to the main tender.
- h) In case the technical proposal of bidder who has quoted lowest price and who has satisfied other criteria is not confirming to the stipulations made, the bidder without revising the cost shall modify the same to confirm to the stipulations. If the bidder refuses to modify this then the tender shall be treated as non-responsive and rejected.**
- i) The bidder has quoted financial offer anywhere other than specified in Financial Bid.

2.10 Clarification of tenders

To assist in examination, evaluation of tenders the CLIENT may ask bidders individually for clarification of their offer including break down of costs, reasons in case of very high/very low offer. Such request shall be in writing and the response shall also be in writing.

2.11 Correction of errors

If there is any discrepancy between the offer quoted in figures and in words, the rate quoted in words will be treated as the offer.

2.12 Evaluation and comparison of tenders

- a. The CLIENT will evaluate and compare only those Bids, which have been determined to be substantially responsive to the requirements of the Bid documents.
- b. Evaluation of the Bids shall comprise an assessment of the impact of any material deviations or reservations that may have been placed on any of the Bids which may effect the execution of the works in the manner and / or the time specified, and their relationship to the Bid amount offered. Such deviations or reservations will not be permitted, and such Bid shall be rejected. Record of arbitration/Litigation shall also be taken into account at the time of evaluation of Bids.

2.13 Award criteria

The employer will award the contract to a bidder whose tender has been technically qualified in technical evaluation as per Notice Inviting Tender and found to satisfy all requirements of tender document and who has offered the lowest price.

2.14 Department's Right to accept any Bid and to Reject any or all Bids.

Client as the case may be, reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all the Bids at any time or any stage prior to the award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of its action.

2.15 Process to be Confidential

After the opening of Bids information relating to examination, clarification, evaluation and comparison of Bids and recommendations, concerning to the award of contract shall not be disclosed to the Bidders or any other persons not officially concerned with the process until the award of the Contract to the successful Bidder has been announced.

Any effort by any Bidder to influence the officials of client in the examination, clarification, evaluation and comparison of Bids, and in any decisions concerning award of a contract, may result in the rejection of the Bidder's Bid.

1.16 Notification of award

Prior to the expiration of tender validity period or any such extended period, the employer will notify the successful bidder in writing by a registered letter that his tender has been accepted. This letter (herein after and in conditions of contract called letter of acceptance) shall name the sum which the employer will pay to the Contractor in consideration of the execution, completion and maintenance of the work by the Contractor as prescribed in the Contract. This notification of award will constitute formation of contract.

The successful bidder shall be award the work after approval of the tender and the bidder shall conclude the agreement within 7 days from the date of work order.

2.17 Performance Security:

The period of validity for the performance security shall be 2 years and the date of validity shall be extended till date of official completion of work certified by the employer.

2.18 Signing of agreement

The successful bidder shall be award the work after approval of the tender and the bidder shall conclude the agreement within 7 days from the date of work order.

2.19 Eligibility:

Contractors / Tenderers who have registered with public works departments of the Government of Telangana of any kind of class are eligible to participate in the above subject tender / work.

Non-Registered Contractors are also eligible to participate in the above subject work / tender, who have executed the similar work not less than Rs.35.00 Lakhs along with allied works from any Central / State Govt. Departments / Public Sector Undertaking / Autonomous Bodies / Semi-Govt.

SECTION - III ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT this day of _____
Between Palamuru University, Mahabubnagar, Telangana State of the one part and
trading in the name and style of (hereinafter referred to as the contractor(s) which expression
shall include his/their respective heirs, executors, administrators and permitted assignees) of
the other part.

WHEREAS the Employer is desirous of getting the work of done and has caused drawings,
schedule of quantities and specifications describing the work to be prepared.

AND whereas the said specifications and the schedule of quantities and other documents
have been signed by on behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

In consideration of the payments to be made to them as hereinafter provided the contractor
shall upon and subject to the conditions hereinafter contained execute and complete, the work
at the rates specified in the attached bill of quantities and with such materials as are provided
for and in accordance with in all respect with specifications, designs, drawings and
instructions in writing. Time for carrying out the work will be 30 Days and the date of
commencement shall within 3 e from the date of concluding agreement.

The Employer shall pay to the contractors such sums as shall become payable hereunder at
the times and in the manner specified in the said conditions.

(i) This agreement contains the following documents in addition to pages of Articles of
Agreement.

Section I:	Notice Inviting Tender
Section II:	Instructions to Bidders
Section III:	Articles of Agreement
Section IV:	General Conditions of Contract
Section V:	Special Conditions of Contract
Section VI:	Additional Conditions of Contract
Section VII:	Bill OF Quantities (Financial Bid)

In witness whereof the parties hereto have set their respective hands the day and year
hereinabove written.

Signed by, for and on behalf of Employer In the presence of

Signed by the said Contractor In the presence of

(1)

(2)

SECTION - IV

GENERAL CONDITION OF CONTRACT

1. INTERPRETATION

- 1.1. In construing these conditions, the specifications, the schedule of quantities, tender, special conditions and agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- 1.2. This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, Letter of Acceptance of Tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

WORK OR WORKS: shall mean all work or works define in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.

EMPLOYER: shall mean Registrar, PU, or any Officer authorized by Registrar for the purpose.

CONTRACTOR: shall mean the individual or firm or company, whether incorporated or not undertaking the work and shall include the legal personal representative or such individual or the persons composing such firm or company or the Successor of such firm or company and the permitted assignees of such individual or firm/(s) or Company.

SITE: shall mean the site of contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the employer or the engineer for the contractors use.

COMPENSATION: shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have been sustained.

Words inputting persons include firms and corporations; words imputing the singular only also include the plural and vice versa where the context so required. The headings are given for convenience and they will not limit the meaning or scope in any way.

2. SPECIFICATIONS AND DRAWINGS

The contractor shall execute whole and every part of the work in the most substantial manner both as regards material and in accordance with the specifications. The contractor shall also conform exactly to the design, drawings and instructions given in the respect to the work. The contractor shall be furnished one copy of such specification and all such designs, drawings and instructions as are not included in the printed publications.

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- 3.1 The contractor shall provide at his own cost all materials (except such materials, if any as per the contract be supplied by the employer), plants, tools, appliances, implements, ladders, scaffolding, temporary works etc. requisite and proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of the institute as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing, the institute at the expense of the contractor may provide the same and the expenses may be deducted from any money due to the contractor under the contract and/or from his security deposit.
- 3.2 The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. If, however, piped water is supplied by the employer, the contractor shall pay for the water at one percent of the total cost of the work done. The contractor shall make his own arrangement for water connection and lying of pipelines from the source of supply of the employer. It should be clearly understood that the employer does not guarantee to maintain un-interrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in the event of any temporary break down in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such break-downs.
- 3.3 Subject to availability the employer may supply power at only one point from where the contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the employer. If there is any hindrance caused to other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the employer, which would be deducted from the running account bills. However the employer does not guarantee the supply of power and no compensation for any failure or short supply of power shall be entertained.

4. RATES EXCLUSIVE OF GST

- 4.1 Rates specified in the schedule-A are exclusive of GST. However, GST on works will be added to the Gross Amount in each bill at the time of Payment of bills as per prevailing rules & rates.

5. TESTING OF MATERIALS

The contractor shall provide assistance, instruments, materials, labor and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the Registrar at the expense of the contractor shall provide the same and the expenses may be deducted from any money due to the contractor under the contract and/or from the security deposit or proceeds thereof or of a sufficient portion thereof.

6. CONTRACTOR'S ENGINEERS AND WORKMEN

6.1 The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the institute may consider necessary until the expiration of defects liability period. The contractor shall employ competent engineer/as approved by the University whose qualification must conform to the requirement specified by the institute who shall be constantly in attendance of the work while the men are at work. Any direction, explanations, instructions or notices given by the institute to such engineer or any other authorized agent shall be held to be given to the contractor.

6.2 The contractor shall on the request of the University immediately dismiss from the works any person employed thereon who may in the opinion of the Registrar, PU, be unsuitable or incompetent or who may in the opinion of the employer misconduct himself.

7. ACCESS

7.1 The employer or its representative shall at all reasonable time have free access to the works and/or workshops, factories or other places the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representatives of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the institute.

7.2 If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the institute.

8. VARIATION AND PRICE FOR VARIATION

8.1 The engineer with the approval of the employer shall have power to make any alterations / omissions / additions and/or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this shall be worked out in accordance with the following provisions in their respective order.

- 8.2 If the rates for the altered, additional or substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the contract for the work.
- 8.3 If the rates for the altered, additional, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- 8.4 If the rates for the altered, additional or substituted work cannot be determined, then the contractor shall, within ten working days from the date of receipt of the order to carry out the work through notice in writing, inform the institute of the rate which it is his intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work as per Telangana State Government rates. When such notice has been given, the engineer with the consent of the employer may agree to such a rate but if the engineer does not agree to the contractors' rate the engineer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.
- 8.5 Under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the GC.

9. FAULTY MATERIALS, WORKMANSHIP AND DEFECTS AFTER COMPLETION

- 9.1 The Registrar, PU, shall have powers to removal from the site all materials and work which in his opinion are not in accordance with specifications and in case of default, the Registrar, PU, shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Registrar, PU, may cause the same to be supplied and all cost which may attend such removal and/or substitution are to be borne by the contractor.
- 9.2 If it shall appear to the engineer or to the employer based on Audit/Technical Examination, that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for or otherwise not in accordance with the contract, any defects shrinkage or other faults which may appear within the defects liability period of Twenty Four months from the date of completion arising in the opinion of the Registrar, PU, / Building Committee the contractor shall on demand in writing which shall be made within Twenty Four months of the completion of the work from the Registrar, PU, specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost.

In case of any such failure, the Registrar, PU, may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.

- 9.3 In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- 9.4 Provided always that nothing in this shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

10. WORKS TO BE OPEN FOR INSPECTION:

- 10.1. The contractor shall give not less than seven days' notice in writing to the Registrar, PU, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Registrar, PU and the PU Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the engineer's consent obtained the same shall be uncovered at the contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

- 11. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY AND STATUTES:** The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

- 11.1. The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This shall be held to include inter-alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

- 11.2. The contractor shall reinstate all damage of every sort mentioned in this, so as to deliver the whole of the contracted works complete and perfect in every respect so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- 11.3. The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- 11.4. The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the non-compliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labor and apprentices directly or indirectly employed in the work under this contract.
- 11.5. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the contractor.
- 11.6. The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative.
12. **LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS:**
- 12.1. Any sum of money due and payable to the contractor including the security deposit under the contract may be withheld or retained by way of lien by the Employer or Government or any other contracting person or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or Government or with such other persons.

12.2. It is agreed term of the contract that the sum of money so withheld or retained under this by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by arbitration or by the competent court as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this and duly notified as such to the contractor.

13. WITHHOLDING LIEN IN RESPECT OF SUMS CLAIMED:

13.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit, if any deposited by the contractor and for the purpose aforesaid the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim.

13.2. In the event of the security deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract, with the Employer or any contracting person pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this, where the contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum payable in any Partner/Limited company as the case may be whether in his individual capacity or otherwise.

13.3. The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Employer in recover the same from him or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the contractor.

Provided that the Employer shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the contractor on the other hand, under any term of contract permitting payment for work after assessment by the Employer.

14. IN-CASE OF DEATH OF CONTRACTOR:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

15. SUB-CONTRACTORS:

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the contract. The contractor is to afford all reasonable facilities to all sub-contractors, specialists, merchants, tradesmen and others who may at any time be appointed by the Employer for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the work under this contract.

16. COMPENSATION FOR DELAY:

- 16.1. The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to 1% or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished after the proper dates.
- 16.2. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract as elapsed; three-eighth of the work before one-half of such time has elapsed, and three-fourth of the work before three-fourth of such time has elapsed. However for special jobs if the contractor has submitted a time schedule and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said caused of the work for every week that the due quantity of work remains in complete. Provided that the entire compensation to be paid under the provisions of this shall not exceeds ten percent on the cause of the work as shown in the agreement.

17. EXTENSION OF TIME:

- 17.1. If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Employer within Seven days of the date of hindrance on account of which he desires extension as aforesaid, and the Employer shall, in his opinion (which shall be final) reasonable grounds shown therefore, authorize such extension of time if any, which may in his opinion be necessary or proper.
- 17.2. In the event the value of work exceeds the value of the bill of quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion to the increase value of the work.

18. SUSPENSION OF WORK BY CONTRACTOR:

- 18.1. The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:
- If the contractor having been given by the Registrar, PU, / Engineer, PU, a notice to rectify or reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
 - If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of a creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - If the contractor commits breach of any of the terms and conditions of this contract.
- 18.2. When the contractor shall make himself liable for action under any of the cases aforesaid the Employer shall have the following power.

- To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- After giving notice to the contractor to measure up the work of the contractor and to take such parts thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case in any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under this contract or any other account whatsoever or from his security deposit.
- In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

19. SECURED ADVANCE:

The contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer up to 75% of the estimated value which shall take into account the market value and contractors tendered rates for the finished items of any material which in the opinion of the Engineer is likely to be incorporated in the work within next three months, are nonperishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the or s of the contract.

20. CERTIFICATES AND PAYMENTS:

20.1. No payments shall be made for a work estimated to cost rupees ten thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than rupees ten thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed, and to the satisfaction of the Registrar, PU, / Building Committee / PU Engineer, whose certificate of the sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount as the discretion of the Engineer as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim not shall it conclude. Determine or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed works is up to Rs. Two lakhs and in six months if the same exceeds Rs. Two lakhs of the submission of such bill. If there shall be any dispute about any item or items of the works then the undisputed item or items only shall be paid within the said period of three months or six months as the date may be.

20.2. Whenever there is likely to be delay in recording detailed measurement for making a running payment, advance payment without detailed measurements for work done worked out at 75 per cent of the tendered rates for assessed quantities may be made in running account bills by the Employer on the basis of a certificate from the Engineer. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

20.3. A bill shall be submitted by the contractor each month on or before one date fixed by the Engineer. The Engineer, PU, shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill.

- 20.4. In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security in the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realized.
- 20.5. All compensation of the other sums of money payable by the contractor under the terms of the contract may be deducted from the security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favor of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.
- 20.6. No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within deposited period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer.
- 20.7. In case of termination of contract, the security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract with the Employer.
21. **FURTHER SECURITY DEPOSIT:** A sum of 3% of the gross amount of the bill shall be deducted from each running bill of the Contractor.
22. **COMPLETION CERTIFICATE:**
Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Registrar shall inspect the work.

If there is no defect in the work the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, rubbish, and all huts and sanitary arrangements required for his work, people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with requirements of this on or before the date fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as may be think fit and the contractor shall have no claim except for any sum actually realized by the sale thereof.

23. ARBITRATION:

23.1. Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned, and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Registrar, Palamuru University, at the time of such dispute. Any party shall appoint the Arbitrator within 30 days from the receipt of a request. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason the Registrar shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.

The Arbitrator shall give a speaking award. The award of the Arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.

23.2. It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this together with the amount or amounts claimed in respect of each such dispute.

23.3. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.

- 23.4. Subject as aforesaid the provision of the arbitration and Conciliation Act. 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration reference under this.

24. PERFORMANCE GUARANTEE:

Performance guarantee may be taken from the contractor before the award of the work, by the officer authorized to award the contract if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non- performance, this guarantee could be encashed.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

1. These special conditions are meant to amplify the general specifications and general conditions of contract.
2. Contractor will take all necessary actions to provide detail design, drawings, revised bill of quantities if any, execution at site after necessary approval by department, commissioning as directed for the work. All the above must be carried out within stipulated time frame as laid down by the department.
2. Work shall be done as per Palamuru University specification. In case of any discrepancy the order of precedence in interpretation shall be as under:
 - a. Drawings shall be supplied by the contractor during execution duly consult with the Registrar / Building Committee members
 - b. Additional Conditions.
 - c. General Conditions of Contract
 - d. Special Conditions
 - e. Additional Technical Specifications.
 - f. Telangana State Government Engineering Depts. latest civil work specifications.
 - g. I.S. Codes
 - h. International codes.
 - i. Best Engineering practice.
 - j. Bill of quantities
4. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall apply for all heights, lifts, leads and depths of the work and nothing extra shall be payable on this account.
5. The surplus excavated earth, which is beyond the requirement of the Employer's work, may be allowed by the Employer to be disposed by the contractor on his own or sell the surplus excavated earth to private parties at the discretion. But nothing extra will be paid for the cartage or disposal of surplus earth if the same is not required on any other work of the Employer.
6. No Price Adjustment
7. Period of Completion: 60 Days from the work order.
8. The bidders shall sign on all documents, statements, certificates, enclosed by them / owing responsibility for their correctness / authenticity.
9. Tenders with an excess of 5% and above of the estimated contract value shall summarily be rejected.
10. Wherever the audit parties A.G. pointed out that the contractor is in-doubtly benefited, then the employer is empowered to recover the same amount from the contractor and it is binding on the contractor.

11. The tenderer shall submit the copies of the documents of :
 - i. Government registration is not required for non-registered contractors and should have completed atleast 5 similar works in a span of 5 years and experience certificate must be enclosed.
 - ii. Class III and above contractors are eligible to participate in this tender and atleast should have completed 5 similar works in a span of 5 years and experience certificate shall be enclosed.
 - iii. GST registration with TIN number with Commercial Tax Department along with latest clearance certificate.
 - iv. PAN card and copy of latest Income Tax returns submitted along with proof.
 - v. Necessary DD towards EMD
12. The Bill of Quantities (or Price Bid) contains not only the quantities but also the rates and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view of the work, site conditions and quote his overall tender percentage with which he intends to execute the work.
13. The Bid offer shall be for the whole work and not for individual items / part of the work.
14. The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
15. Copy of contractor's registration certificate under appropriate class with Government of Telangana.
16. Copy Permanent Account Number (PAN) Card and copy of latest Income Tax returns submitted along with proof of receipt.
17. If the Technical Bid of a Tenderer is not satisfying any of the eligibility criteria, it will be rejected by the Registrar, Palamuru University.
18. Only the Price Bids of qualified Tenders who's Technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified tenders or their authorized representatives present on the date and time fixed.
19. The Price Bid of the unqualified Tenders will not be opened.
20. The Registrar, Palamuru University, Mahabubnagar, will evaluate and compare the Price Bids of all the qualified Tenderers.
21. Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

22. Selection of Tenderer among the lowest & equally quoted tenders will be in the following orders:
- i. The tenderer whose bid capacity is higher will be selected.
 - ii. In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
 - iii. Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the works and then the clean track record will be considered for selection.
23. In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail.

SECTION VI
ADDITIONAL CONDITIONS OF CONTRACT

1. The structural and architectural drawings shall always be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail.
2. No payment shall be made to the contractor for any damage caused by the rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
3. All materials used shall be as per specifications and ISI marked whenever applicable ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening the tender.
4. The contractor shall give a performance test of the entire installation(s) as per standard specifications and / or as directed by the Engineer and will also submit test certificates as are required by Municipal / Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities, which shall be reimbursed on production of receipts.
5. **Liquidate Damages :** the Registrar, PU, may without prejudice to any other method of recovery will deduct one tenth of one percent of contract value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value not as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.

Section - VII

BILL OF QUANTITIES

SECTION VII
BILL OF QUANTITIES (FINANCIAL BID)

Sl.No	Description / Item	Qty	Rate	Unit	Amount
1	Earthwork excavation in soils up to SDR by mechanical means for foundations of structures as per drawing and technical specification including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing sides of bottom, back filling the excavation earth to the extent required etc., complete excluding seigneurie charges for finished item of work as per MoRT&H specification 304(5th Revision) and as directed by the Engineer-in-Charge.	205	105.60	Cum	21,648.00
2	Rolling with power Road Roller diesel of 10T on Gravel including machinery charges, fuel charges, hire charges, incidental and operational charges etc., complete for finished item of work - machinery hire charges	16	1,758.00	Hour	28,128.00
3	Plain Cement Concrete (1:5:10) (Cement: Fine Aggregate(onscreen sand): Coarse Aggregate (Metal) for foundations and under flooring bed using coarse aggregate 40mm size hard, machine, crushed, granite from approved, quarry including cost and conveyance of all materials like cement, sand, coarse, aggregate, water, etc.to site, including seignior age charges, sales & other taxes on all materials and including all charges for machine mixing, laying concrete in foundations and under flooring bed, ramming in 15 cm layers finishing top surface to the required level curing Including Overheads & Contractors Profit etc., complete for finished item of work.	4.5	3,740.30	Cum	16,831.35
4	Vibrated cement concrete M 20 Grade Concrete using 40mm , 20mm and 10mm size HBG crushed stone aggregate (Coarse aggregate conforming to table 1000-1 and fine aggregate conforming to table 1000-2) including cost, (excluding seigniorage) and conveyance of all materials to site and all labour charges ,centering, machine mixing, laying in position, Compacting , Vibrating and curing including all other incidental and all other operational charges of T&P required etc., complete as per MoRT&H Specification 1500,1700, 2100 (5th Revision) for cental median blocks (from km 0/0 to 0/500)	14	5,456.50	Cum	76,391.00
5	Providing, laying, spreading and compacting graded stone aggregate to Wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with Vibratory roller of 80 to 100kN to achieve the desired density including lighting, barricading and maintenance of diversion, etc as directed by the Engineer-in-Charge and as per Technical Specification Clause 406 MoRT&H (5th revision), including overhead charges & Contractor profit excluding Seignarage charges etc complete.	60.8	1,825.00	Cum	1,10,960.00

Sl.No	Description / Item	Qty	Rate	Unit	Amount
6	Providing and applying Prime coat with Bitumen emulsion (RS-1) using emulsion distributor @1750 sqm/hr at the rate of 0.6 kg per sqm on the prepared surface of granular base & cleaned with Hydraulic broom @1250 sqm/hrs, finished item of work and as per Technical Specification Clause 503 MoRT&H (5th Revision), directed by the Engineer-in-Charge Seignarage charges etc complete.	608	22.40	Sqm	13,619.20
7	Providing and laying 30 mm thick of Dense Graded Bituminous Macadam with 75 TPH batch type hot mix plant using HBG crushed aggregates of Grading - II as per table 500-10 of MoRT&H Specification 505 (5th revision) premixed with bitumen VG-30 grade (60/70)@ 4 to 4.50% of weight of total mixture, transported to site, laid over a previously prepared surface with Mechanical Paver finisher to the required grade, level and alignment and rolled as per Clauses 501.6 and 501.7 to achieve the desired compaction for finished item of work as directed by the Engineer-in-Charge including hire and operational charges all T&P and all other contingent charges necessary including charges of all materials etc., complete and as per MoRTH specification No. 505(5th Revision)	18.24	7,923.00	Cum	1,44,515.52
8	Providing and applying tack coat with VG-10 Bitumen emulsion (RS-1) using emulsion distributor @1750 sqm/hr at the rate of 0.225 kg per sqm on the prepared Bitumen surfaces & cleaned with Hydraulic broom @1250 sqm/hrs, finished item of work and as per Technical Specification Clause 503 MoRT&H (5th Revision), directed by the Engineer-in-Charge Seignarage charges etc complete.	608	9.50	Sqm	5,776.00
9	Providing and laying 20mm thick of bituminous concrete with 75 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of grading-II premixed with bituminous binder 60/70 @ 5.4 to 5.6 percent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects	12.16	7,923.00	Cum	96,343.68
10	Acrylic fully Cushion Court System: The cushion court system is the professional and residential non cushioned option for outdoor sports surfaces. This 100% acrylic coating system is designed to provide optimum elasticity and spin responsive play. the acrylic cushion flooring shall be in 8 layers. the 1 layer as a primer, the next 2 layer of re-surface, the next 3 layers shall be of cushion, the next 2 layer shall be of color wearing coat, the top layer shall be of color coating. the charges shall also be inclusive of line marking as per FIBA standards.	608	861.00	Sqm	5,23,488.00
11	Supply, fabrication and fixing of Hot dipped Galvanized Iron of 8 gauge(4mm) Chain Link mesh (2"x2" grid)fixed to mild steel vertical made of frame square pipe of 40 x 40 x3 mm Hollow pipe and horizontal MS angle of equal 40 x 40 x 3mm of 6Nos in MS pipe of 40 x40 x 3 mm including fixing Hold fasts of 6" long duly, providing & fixing of vertical square pipes size of 65 x 65 x 5mm at a distance of 3m c/c including cost and conveyance of all materials, labour charges, cost of Electrodes and welding machine charges with a shop coat of Red oxide & 2 coats of oil paints for Iron works etc., complete for finished item of work	306	1,380.00	Sqm	4,22,280.00

Sl.No	Description / Item	Qty	Rate	Unit	Amount
12	Fabrication and transportation and supply of MS hot dip galvanized 9.0 mtrs long Conical poles with 3mm thick HT Steel plate with a bottom 173mm dia and top 75mm dia, base plate of size 275mm X 275mmX16mm thick box with door size of 500mmX100 mm with all accessories connector and fuse base and a fixing arrangements for advertisements holdings, foundation bolts with washers and nuts 4 sets and as per the directions of field engineers during execution for finished item of work. Makers : BAJAJ VALMONT/TRANSRAIL)	2	20,884.00	Each	41,768.00
13	Supply transportation & Fixing of Led 400w flood lights luminaire epoxy powder coated pressure die-cast aluminum housing (ADC12) in grey finish with elegantly designed heat sink for efficient thermal management sturdy & excellent corrosion resistance light source high-efficiency long-life led module with SMD LED package mounted on MCPCB lumen efficacy of led >140lm/W and viewing angle of 120° to ensure better uniformity of light distribution for detailed photometric data, please refer LM IK 07 fixed to housing electronic Driver module should not be used directly with AC supply with assembled CG box mounting wall or surface mounting using adjustable cg box mounting wall or surface mounting using adjustable ms cradle of thickness 4mm with ss angular dia is provided with the fixture for precise angular mounting of luminaire two elliptical slots of 14mm dia center distance of 140mm provided on the cradle including all labour charges etc complete Makes: Havells catalogue professional luminaire list price wed 1st Jan 2020 fixture : JETA VALOURFEL 400W LED 757MODNBL TG Hsn code 9405 cg box assemble DCGBOX VALOUR 400W HSB COADE 9405 or it's equivalent in Phillips, Crompton and Syska	6	14,140.00	Nos	84,840.00
14	Supply & amp; installation of the following equipment for basketball court satisfying FIBA standards for competitions; 1. Basketball backboards with angle iron frame and marking as per FIBA standards. 2. Two & quot; pole set with flinch made of durable heavy & quot M.S tube enamel painted with suitable foundation and anchoring. 3. Two basket ring mounting with a plate and net. The equipment with all accessories and necessary works so as satisfy the FIBA standards. The work to be executed as per approved drawings/or as per the directions of the engineer-in-charge	1	1,10,000.00	Pair	1,10,000.00
15	Painting to New walls with two coats of Acrylic Emulsion paint of superior quality of approved brand and shade over base coat of cement primer interior grade -I making three coats in all to give an even shade after thoroughly brushing the surface to remove all loose powdered materials, including cost and conveyance of all materials, including cost and conveyance of all materials, cost of brushes, water to site, etc., sales & other taxes, all operational, incidental and labour charges such as scaffolding charges, lift charges, curing etc., complete for finished item of work in all floors for external Walls.	132.6	200.80	Sqm	26,626.08

Sl.No	Description / Item	Qty	Rate	Unit	Amount
16	Ornamental Plastering 12mm thick in two coats with base coat of 8mm thick in CM (1:5) and top coat of 4mm thick in CM (1:3) dubara sponge finish including cost and conveyance of all materials like cement, sand, water etc., to site, sales & other taxes on all materials, all operational, incidental and labour charges such as mixing mortar, scaffolding charges, lift charges, including cutting of Grooves wherever necessary as directed by Engineer - in - charge, finishing, curing, etc., complete for Even Surfaces of Wall but excluding seigniorage charges for finished item of work.	76.8	131.20	Sqm	10,076.16
17	Reinforced Fly Ash Brick Masonry 10cm thick for partition walls in CM (1:4) prop: Fly Bricks of size 290x100x140mm with compressive of 50 Kgs / Sqcm from approved source and placing 2nos. of 6mm dia MS bars embedded in every 3rd layer with free ends of reinforcement keyed into mortar joints of the main brick work wherever applicable including cost and conveyance of all materials like cement, sand, bricks, water etc., to site, sales & other taxes on all materials, all operational, incidental and labour charges such as mixing cement mortar, constructing masonry, scaffolding charges, lift charges, curing, etc., but excluding cost and conveyance of steel and its fabrication charges & seigniorage charges complete for finished item of work.	28.8	691.10	Sqm	19,903.68
Total Estimated Contract Value (ECV) Amount Rs.					17,53,194.67

Note: • GST will be paid extra as per prevailing GST rates.

I / we offer to undertake the execution of the above subject works at an over-all percentage of _____ in figures _____ Percentage in words _____ over estimated contract value.