

**PALAMURU UNIVERSITY :: MAHABUBNAGAR**  
**NOTICE INVITING TENDER**  
**Tender Notice No.79/Admn./PU/2022, Dated 14-06-2022.**

**Name of Work: “Scaled Sketches (Building Plans)”.**

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 Clause 8 and the proceedings of pre-Bid meeting issued in accordance with Clause 16.

- Section I: Notice Inviting Bid  
Section II: Instructions to Bidders  
Section III: General Conditions of Contract  
Section IV: Terms of reference  
Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, Form of Bank Guarantee for Security Deposit (Deleted), form of agreement.  
Section VI: Schedules of Supplementary Information.
- Schedule A - Form of Bank Guarantee for EMD (Deleted)  
Schedule B - Income Tax PAN No.  
Schedule C - Project Experience Record  
Schedule D - Methodology of Work  
Schedule E - Activity Schedule  
Schedule F - Equipment  
Schedule G - Bio-data of Technical Personnel for the work  
Schedule H - Record of arbitration and Litigation  
Schedule I - History of Criminal cases  
Schedule J - Form of General Power of Attorney  
Schedule K - GPA Affidavit  
Schedule L - Affidavit

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

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**PALAMURU UNIVERSITY :: MAHABUBNAGAR**

**NOTICE INVITING TENDER**

**Tender Notice No.79/Admn./PU/2022, Dated 14-06-2022.**

**Tender Type: Open - Turnkey**

**Name of Work: “Scaled Sketches (Building Plans)”.**

1	Department Name	Palamuru University, Mahbubnagar, Telangana State.
2	Short Tender Notice Number	<b>Tender Notice No.79/Admn./PU/2022, Dated 14-06-2022.</b>
3	Tender Subject	Scaled Sketches (Building Plans)
4	<b>Consultancy Charges</b>	<b>Consultancy Charges to be quoted by the contractor</b>
5	Period of Completion	<b>30 Days (For submission of Plans, DPR &amp; Bid document)</b>
6	Form of Contract	Open
7	Tender Type	Open
8	Tender Category	Consultancy Services
9	Bid Security	<b>Rs. 25,000/-</b>
10	Bid Security Payable to	EMD to be paid in favour of the Registrar, Palamuru University payable at Mahabubnagar from Nationalized /Scheduled Commercial Bank.
11	Tender Fee	Rs.10,000 INR
12	Tender Fee Payable	Not Applicable
13	Start Date (Downloading)	<b>15-06-2022 10.00 AM</b>
14	Last Date & Time for receipt of Bids	<b>02-07-2022 3.00 PM</b>
15	Technical Bid Opening	<b>02-07-2022 @ 4.00 PM</b>
16	Price Bid Opening	<b>02-07-2022 @ 4.30 PM</b>
17	Place of Price Bid	Office of the Registrar, Administrative Building, Palamuru University
18	Currency of payment	<b>All payments to be made by the Client will be in INR only</b>
19	Place of Price Bid Opening	Office of the Registrar, Administrative Building, Palamuru University Campus, Mahbubnagar, Telangana State – 509001.
20	Officer Inviting Bids/ Contract Person	Office of the Registrar, Palamuru University, Mahbubnagar, Telangana State – 509001.

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21	Address / E-mail ID	Office of the Registrar, Palamuru University, Mahabubnagar, Telangana State – 509001. registrar@palamuruuniversity.ac.in
22	Contact Details/ Telephone, Fax	<b>Sri. M. Venkateshwar Rao,</b> Assistant Registrar – Contact : 9440244657 <b>Sri. R. Ravinder</b> Superintendent – Contact : 7981689666

The interested bidders may download the **RFP** document from the University web site. [www.palamuruuniversity.ac.in](http://www.palamuruuniversity.ac.in) For any further information please contact **Registrar, Palamuru University, Mahabubnagar, Telangana State - 509001** on any working day **Bidding Documents**

### 1.1 Introduction of the Project:

**Palamuru University** seeks services of consultants for preparation of detailed Scaled Sketches (Building Plans) Broadly consultants job envisages Preparation of DPR, conceptual plans, detailed engineering drawings/working drawings preparation of detailed and abstract estimates with rate analysis preparation of bid documents, preparation of structural drawings, working drawings of civil, electrical, water supply, sanitary, firefighting and landscape etc.,

### 1.2 The objectives and description of the services are:

The objective of the Client is to engage **highly qualified** consultants with proven relevant experience for “Consultancy Services for preparation of Detailed Scaled Sketches.

### 1.3 ELIGIBILITY AND OTHER REQUIREMENTS:

a) Minimum Eligibility criteria are as under:

NIT No	Name of the work	Eligibility
	“Scaled Sketches (Building Plans)”	i) The consultant shall have rendered consultancy services for Construction of at least <b>one similar structure i.e., Convention Hall/ Multipurpose Hall / Function Hall / Auditorium</b> of value not less than <b>Rs. 30.00 crores</b> during last 10 Financial years (from FY 2012 -13 to 2021-22).

The Consultant firm should have a turnover in the same name and style in any one of the financial years during the last ten financial years and updated by giving 10% simple weightage per year to bring them to 2022-23 price level. Sub contractors /GPA holders experience shall not be taken into account.

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- b) **The firm should be well versed with for preparation of Detailed Project Report including preparing detailed plan and cost estimates.**
- c) **The Bidder must produce PAN No. and copy of latest returns filed by them.**
- d) **The Bidder must produce proof of GST registration:** Copy of Proof of Registration under GST and shall upload the latest GST returns of the preceding quarter i.e., three (3) months before the month of tendering shall be submitted by the prospective bidders

#### **Eligible Assignments**

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect of preparation of detailed project report including engineering surveys for the following projects shall be deemed as eligible Assignment:

- i) The consultant shall have rendered consultancy services for Construction of at least **one similar structure i.e., Convention Hall/ Multipurpose Hall / Function Hall/ Auditorium** of value not less than **Rs.6.00 crores** during last 10 Financial years (from FY 2012 -13 to 2021-22).
- ii) Required Annual Turnover in any one financial year during last 10 years should be at least **Rs. 3.00 Crores.**

1.4 **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 PALAMURU UNIVERSITY /Telangana State Government without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him

1.5 The Commissioner, PALAMURU UNIVERSITY reserves the right either to accept or reject any or all Tenders at any stage without assigning any reasons.

1.6 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.

1.7 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

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d) If the Successful Bidder fails to furnish the Performance Security within the stipulated time.

1.8 The proposal should be submitted by consultancy firms in two parts. The two parts of the proposal are **Part 1: Technical Proposal** and **Part 2: Financial Proposal**. 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 RFP shall only be considered for further evaluation. Under stage 2, the financial proposal of such firms as selected above shall be opened and evaluated.

1.9 The total time period for the assignment as Consultant will be for **30 Days**

1.10 Consultants may apply as a sole firm only. Joint Venture with other consultants is not acceptable. If the consultant submits bids as sole applicant and also in JV / Association with another consultant, both bids shall be summarily rejected. No consultant shall submit more than one bid.

1.11 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.

1.12 Employer will be at liberty to keep the credentials submitted by the Consultants at bidding stage, in public domain and the same may be uploaded by Employer on Employer's web-site. Consultants should have no objection if Employer uploads the information pertaining to their credentials as well as of their key personnel.

1.13 **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](http://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](http://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.

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#### 1.14 **Submission of Hard Copies**

**The tenderers shall submit the hard copies of ‘Technical Bid’ and Financial Bid Separately with** Super scribed along with 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 / Postal 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.

#### 1.15 **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

#### 1.16 **General Terms & Conditions**

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

1. The details and certificates are to be furnished as per the proforma available in the tender schedules.
2. The tenderer should have the key Personnels.
3. The bidder is subjected to be disqualified and liable for black listing 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.
4. Even while execution of the work, if found that the contractor had produced False/fake certificates of experience he will be liable for black listing and the contract will be liable for termination and liable for forfeiture of EMD /Performance Guarantee, and all the amounts due to him.
5. 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.

- 1.17 **EMD** :The Consultant shall furnish Earnest Money Deposit equivalent to **Rs.25,000/-** (Rupees Twenty Five Thousand only) along with Tender documents in the form of online payment/ challan in favour of “**The Registrar Palamuru University**” valid for 180 days.

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## SECTION II

### INSTRUCTIONS TO BIDDERS

#### 2.1 Introduction:

Registrar Palamuru University, Mahabubnagar, TS, “the Client” is desirous of obtaining “Consultancy Services for preparation of Detailed Project Report for proposed State of Scaled Sketches (Building Plans).

#### 2.2 Scope of the work:

- a) To render consultancy services for Construction of State of Scaled Sketches.
- b) Preparation of detailed architectural plans sections, elevations sectional elevations as per the requirement of the University to be submitted within 10 days from date of issue of LOA for taking approval from the Competent Authority.
- c) Preparation of structural designs and drawing for all the component of works
- d) Submission of design and drawings in 6 sets of hard copies along with soft copy
- e) Preparation of Detailed estimates / Abstract estimate for technical sanction and detailed drawings of all civil items, water supply, sanitary, electrical, Fire frightening, mechanical equipments, air conditioning, acoustics and landscaping and other related works like elevation , cladding, rain water harvesting based on approved floor plans.
- f) Preparation of working plan for each floor as per requirement.
- g) Preparation of detailed water supply, drainage, sanitary electrical landscaping etc drawings as per requirements including cost estimates.
- h) Preparation of specification of materials, BOQ, Tender schedules, supply of Bid Document and drawings, etc., as per requirement.
- i) Preparation of presentations, 3D views and 3D walk through and attending meetings as and when required.
- j) Checking of reinforcement as per approved design duly certifying the same during execution.
- k) Periodical site visits as and when required by the Field staff
- l) Revision of designs and drawings as and when required.
- m) Preparation of completion drawings i.e. As built drawings, w.r.t to the Architectural, structural, water supply and sanitary, electrical, fire fighting , air conditioning, acoustics etc.
- n) Submission of completion drawings in 3 sets of hard copies along with soft copy.

#### 2.3 Source of funds

The work is funded by Palamuru University

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**2.4** Bidders shall not be eligible to Bid for works in PALAMURU UNIVERSITY in which any of his near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Engineering Section or a Senior Assistant and above in the Accounts / Audit / Administrative sections. 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.

**2.5 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.

**2.6 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

**2.7. Cost of bidding**

The Bidder shall bear all expenses associated with the **soil examination, proof checking of designs by the Proof Consultant named by the department**, preparation of building plans, architectural plans, DPR, bid document, 3D views and 3D walk through etc., related to the work and submission of his Bid and the PALAMURU UNIVERSITY shall in no case be responsible or liable for reimbursement of such expenses like transport expenses in attending to PALAMURU UNIVERSITY, meetings at various levels both at PALAMURU UNIVERSITY, regardless of the conduct or outcome of the Bidding process.

**2.8. 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 given in Clause 18 (iii)

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## **2.9. Amendment of Bid documents**

- i. At any time prior to the dead line for submission of Bids, the PALAMURU UNIVERSITY 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 PALAMURU UNIVERSITY at its discretion, will extend the dead line for the submission of Bids.

## **2.10 Preparation of Bids**

### **i. Language of the documents**

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

### **ii. Documents comprising the bid**

The Bid to be prepared by the Bidder shall comprise the following

- a) Earnest Money Deposit.
- b) All documents indicated in Clause VI

### **iii. 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 lump sum 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

### **iv. 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 PALAMURU UNIVERSITY 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 PALAMURU UNIVERSITY.

### **v. 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.

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- b) The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the PALAMURU UNIVERSITY, 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.

**vi. 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.

**vii. Pre-Tender Meeting**

Not Applicable

**viii. Amendments to tender document**

At any time prior to the dead line for submission of tender, the PALAMURU UNIVERSITY 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](http://www.tender.telangana.gov.in)

**2.11 Submission of tenders**

- (a) The Tender document can also be downloaded from the Official website of the University [www.palamuruuniversity.ac.in](http://www.palamuruuniversity.ac.in) The Tenderer who have downloaded the tender document from the Website should send a Demand Draft of Rs. 10,000/- (Rupees Ten Thousand only) (Non-refundable) drawn in favour of Registrar, Palamuru University, Mahbubnagar, towards cost of Tender Document in Technical-Cum-Financial Bid.
- (b) The Technical Bids & Financial Bids should be kept in two separate envelopes super scribing “TECHNICAL BID” & “FINANCIAL BID”
- (c) The Tenders will be submitted by the firm within the validity period at office of the Registrar, Palamuru University, Mahbubnagar, Telangana State – 509001.
- (d) 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

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**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 as per G.O.Ms. No. 174 Dt: 01-09-2008 of I & CAD (PW-Reforms) Department to the Registrar, Palamuru University, Mahbubnagar 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.**

- 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. The suspension of bidder shall be automatically enforced by the e-procurement system, as per G.O.Ms.No.245, dated 30-12-2005, I & CAD Department.
- iv. Steps for registration 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.

#### **2.12 Tender opening**

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

#### **2.13 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 conforming to the stipulations made, the bidder without revising the cost shall modify the same to conform 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.

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#### **2.14 Clarification of tenders**

To assist in examination, evaluation of tenders the PALAMURU UNIVERSITY 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.

#### **2.15 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.

#### **2.16 Evaluation and comparison of tenders**

- a. The PALAMURU UNIVERSITY will evaluate and compare only those Bids, which have been determined to be substantially responsive to the requirements of the Bid documents in accordance with Section VI.
- 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.

#### **2.17 Award criteria**

The employer will award the contract to a bidder whose tender has been technically qualified in technical evaluation as per Condition 1.3 of Notice Inviting Tender and found to satisfy all requirements of tender document and who has offered the lowest price.

#### **2.18 Department's (PALAMURU UNIVERSITY'S) Right to accept any Bid and to Reject any or all Bids.**

The University 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.

#### **2.19 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 PALAMURU UNIVERSITY 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.

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## 2.20 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.

Upon furnishing the performance security by the successful bidder the order to start work will be given. The work order shall be accompanied by a true copy of the agreement bearing the number under which it is registered in the office of the Registrar PALAMURU UNIVERSITY, Mahabubnagar.

## 2.21. Performance Security:

The successful bidder whose tender has been accepted will have to pay **2.5% of the accepted tender amount** as **performance security** in any of the following forms.

The performance guarantee shall be either in the form of BG issued by a Nationalized Banks of India or any scheduled Commercial Bank in favour of **Commissioner, PALAMURU UNIVERSITY**, Mahabubnagar. 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.

## 2.22 Signing of agreement

Upon furnishing the “Performance security at **2.5%** of contract price including the initial EMD”, the contractor will be invited to conclude the agreement and on execution of agreement, the **Performance Security** shall get adjusted with the total EMD as specified in the contract.

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**SECTION III**  
**GENERAL CONDITIONS OF CONTRACT**

**3. General Provisions**

**3.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law means the laws and any other instruments having the force of law in the Government’s country as they may be issued and in force from time to time;
- (b) “Agreement” means the Agreement signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in Section 2 of such signed Contract;
- (c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to GC No.2.2;
- (d) “Employer”, “PALAMURU UNIVERSITY” means Palamuru University.
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of India or the Government of Telangana as the case may be.
- (g) “Local currency” means Indian Rupees;
- (h) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (i) “Personnel” means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof; “Local Personnel” means such persons who at the time of being so hired had their domicile inside India; and “Key Personnel” mean the personnel referred to in 4.2 ep.
- (j) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (k) “Vice-Chancellor / Registrar, means the Vice-Chancellor / Registrar, PALAMURU UNIVERSITY or Employer.
- (l) “Services” means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;
- (m) “Sub-Consultant” means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clause **GC 3.7**; and
- (n) “Third Party” means any person or entity other than the Government, the Employer, the Consultant or a Sub-consultant.
- (o) “Technical Proposal” means the technical proposal submitted by the consultant and accepted by the Employer.

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### 3.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Employer and the Consultant. The Consultant, 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.

### 3.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Indian and Telangana State.

### 3.4 Language

This Contract has been executed in the English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 3.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

### 3.6 Notices

*Any notice, request or consent required or permitted 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 when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.*

**Employer: The Registrar Palamuru University, Mahbubnagar, Telangana State – 509001.**

A party may change its address for notice hereunder by giving the other party notice of such change to the other party.

### 3.7 Location

The Services shall be performed at Mahbubnagar **(by establishing local office at to be discuss with land line phone and Fax facility)** and such locations as are specified by the Employer, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.

### 3.8 Authority of Member in Charge

In case the Consultants consist of a joint venture of more than one entity, the Member shall authorize one of the entities to act on their behalf in exercising all the consultants' rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

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### **3.9 Authorized Representatives**

Any action required or permitted to be taken, and document required or permitted to be executed, under this Contract by the Employer or the consultants may be taken or executed by the officials authorized by the PALAMURU UNIVERSITY and the consultant.

### **3.10 Taxes and Duties**

Unless otherwise specified, the Consultants shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

### **3.11 Commencement, Completion, Modification and Termination of Contract**

#### **i. Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Employer’s notice/Work order to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

#### **ii. Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties, either Party may, by not less than four (4) weeks’ written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

#### **iii. Commencement of Services**

The Consultants shall begin carrying out the Services at the end of Maximum 10 days period after the Effective Date/Work order date.

#### **iv. Expiration of Contract**

Unless terminated earlier pursuant to GC 2.9 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the Contract.

#### **v. 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.

#### **vi. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Section II GC 2.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

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**vii. Force Majeure  
Definition**

(a) For the purposes 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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, Court orders either directly or indirectly effecting the services or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (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.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**(d) 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 insofar as such inability arises from an 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 objective of carrying out the terms and conditions of this Contract.

**(c) Measures to be taken**

(d) A party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(e) 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.

(f) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**(g) Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**(h) 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.

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**(i) 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 the carrying out of the Services, provided that such notice of suspension (i) shall specify the 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.

**(j) Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**3.12 Termination**

**3.12.1 By the Employer**

The Employer 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 sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Section II GC 2.9.1, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Section- II 2.8 hereinabove, 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;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors 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;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Section - III 3.29, hereof;
- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:  
"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.  
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the borrower of the benefits of free and open competition.

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### 3.12.2 By the Consultants

The Consultant, may by not less than thirty (30) days written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Section III 3.1.2.1, terminate this Contract.

- (a) if the Employer fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five(45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultant, are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Section-III 3.2.9 hereof.

### 3.12.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Section-III 3.12.1 hereof, or upon expiration of this Contract pursuant to Section-IV 3.2.9 hereof, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Section- III 3.3 hereof,
- (iii) any right which a Party may have under the Applicable Law.

### 3.12.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Section-III 3.1.2.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Section-III 3.9 or 3.10 hereof.

### 3.12.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses Section III 3.12.1 hereof, the Employer shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (i) Remuneration pursuant to Section IV 4.8 hereof for Services satisfactorily performed prior to the effective date of termination.
- (ii) Reimbursable expenditures pursuant to Section IV 4.8 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (d) of Section-IV 3.12.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultants' personnel and their eligible dependents.

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### **3.12.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs ie. (a) to (e) hereof has occurred, such Party may, within forty- five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Section III 3.29 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.13 Obligations of the Consultants General**

#### **3.13.1 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 professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultant or Third Parties.

The detailed engineering drawings/fit for construction/working drawings shall be submitted to the engineer in charge/executive engineer for approval and comply with the comments/suggestions given without any additional cost. Not with standing any approvals of the client, the consultant shall remain fully responsible for quality and corrective ness of his work.

The services comprises of architectural, structural, electrical, plumbing, lighting, telecommunication, signages, lifts and firefighting arrangements, landscaping, parking, water supply and treatment of water etc, including site visits as and when required during the execution.

#### **3.13.2 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 agents of the Consultants and any Sub consultants, comply with the Applicable Law.

#### **3.13.3 Conflict of Interests**

#### **3.13.4 Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Section-IV 4.8 hereof shall constitute the Consultant' sole remuneration in connection with this Contract or the Services and the Consultant 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 consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **3.13.5 Consultants and Affiliates not to engage in certain Activities**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub consultant and any entity affiliated with such Sub consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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### **3.13.6 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 of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the contract.

### **3.13.7 Confidentiality**

The Consultant, their Sub consultant and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relation to the Project, the Services, this Contract or the Employers business or operations without the prior written consent of the Employer.

### **3.13.8 Liability of the Consultants**

Subject to additional provisions, if any, set forth in the SC, the Consultant liability under this Contract shall be as provided by the Applicable Law.

### **3.13.9 Insurance to be taken out by the Consultant**

The Consultant shall take out and maintain, at their own cost, insurance against the risks, and for the coverages,

- i) Third party motor vehicle liability in respect of motor vehicles operated by the consultant or their personnel.
- ii) Professional liability insurance, with a minimum coverage equal to the cost of this contract.
- iii) Employer's liability and workers compensation insurance as per applicable law.

### **3.13.10 Accounting, Inspection and Auditing**

The Consultant shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and shall permit the Employer or its designated representative to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

### **3.13.11 Consultant' Actions requiring Employer's prior Approval**

The Consultant shall obtain the Employers prior approval in writing before taking any of the following actions:

Entering into a subcontract 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 subcontract shall have been approved in writing by the Employers prior to the execution of the subcontract, and
- (ii) That the Consultant shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract; and

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### **3.14 Specific Responsibilities of the Consultant**

The consultant shall be fully responsible for collecting data and information from Government and other agencies. All information, data and reports obtained from the Government and other agencies in the execution of the services shall be properly reviewed and analyzed by the Consultant. The responsibility for the correctness of using such data shall rest with the Consultant. All such information, data and reports shall be treated as confidential.

The Consultant shall make his own arrangements for document reproduction, printing and reproduction of all study reports during the course of the study.

### **3.15 Reporting obligations**

The Consultant shall submit to the Employer the reports and documents specified in Appendix A hereto. At the end of the project before the final payment the consultant shall submit a set of all working drawings / good for construction with a project completion report.

The Consultant is expected to provide suitable presentations of the project during the review meetings of the client / employer.

All submission of the Consultant such as drawings, designs, estimates, reports, etc., shall be of five hard copies and three soft copies each. Drawings shall be of AO / A1 sizes.

The Consultant / concerned expert of Consultant shall regularly visit the site during construction and certify in the site register that their drawings are being correctly interpreted at site and the finishing is of acceptable quality.

### **3.16 Documents prepared by the consultant to be the property of the employer**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant, shall not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. The Consultant shall however not use these documents for any purpose to any agency other than the client with out prior written approval of the client.

### **3.17 Equipment and Materials furnished by the Employer.**

Equipment and materials made available to the Consultant by the Employer, or purchased by the Consultants with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

### **3.18 Consultants' Personnel**

#### **General**

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services from time to time under intimation to the Engineer-in-Charge/Executive Engineer.

#### **Resident Project Manager**

The Consultants shall ensure that at all times during the Consultant' performance of the Services, a Resident Engineer shall take charge of the performance of such Services.

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### **3.19. Obligations of the Employer**

#### **i. Assistance and Exemptions**

Employer shall use its best efforts to ensure that the Employer shall provide the Consultant, Sub- Consultant and Personnel with all requisite facilities pursuant to applicable law as shall be necessary to enable the Consultant, Sub- Consultant or Personnel to perform the Services;

#### **ii. Access to Land**

The Employer warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Contractor and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any sub- Consultant or the Personnel of either of them.

#### **iii. Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto.

### **3.20 Time Schedule:**

- 1) Consultant shall submit detailed architectural plans sections, elevations sectional elevations as per PALAMURU UNIVERSITY building bylaws in vogue and plans for each floor to be submitted within 10 days from date of issue of LOA for taking approval from the competent authority.
- 2) Consultant shall submit the final DPR i.e., SBC report, structural designs and drawings, detailed estimates and also bid document within One month from the date of receipt of LOA.
- 3) Consultancy should be operational till the completion & commissioning of the project
- 4) Agreement effective till the entire project is complete.

### **3.21. Payments to the Consultant**

Billing and payments in respect of the Contract shall be made as stated in schedule in Section IV 4.8 under TOR. All payments shall be made in Indian Rupees.

### **3.22 Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within thirty (30) days after the receipt by the Client of bills with supporting documents.

### **3.24. Retention: Deleted**

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### **3.25. Liquidated Damages:**

- a. If the consultant fails to attend project management work as per the scope within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Employer/ Employer's representative may without prejudice to any other method of recovery will deduct as detailed below for the period of delays subject to a maximum of 10% of the contract value 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.

The liquidated damages will be @ Rs.50/- per lakh of balance project management work per each day for the period of delay which is shortfall for that mile stone will be levied in accordance with the approved construction programme.

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

### **3.26 Mobilization Advance:** No Mobilization Advance will be paid.

### **3.27. Fairness and good faith**

#### **a) Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **b) Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

### **3.28 Secrecy And Confidentiality**

You are expected to maintain utmost Secrecy and confidentiality on any proprietary information / data / reports that may be provided by us orally or in writing and collected by you during the course of this contract

### **3.29 Settlement of Disputes**

#### **a. Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

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### **b. Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the contract.

### **c. Arbitration**

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

- (i). Settlement of all claims upto Rs.50,000/- in value and below by way of arbitration to be referred as follows:

(a). Claims up to Rs.50,000/- : **The Registrar**  
PALAMURU UNIVERSITY

The Arbitration proceedings will be conducted in accordance with the provisions of the Arbitration Act., 1990 and as amended from time to time. The Arbitrator shall invariably give reasons in the award.

- (ii) Settlement of all claims above Rs.50,000/- in value.

- (a). All claims above in value shall be decided by the Civil Court Mahbubnagar of competent jurisdiction by way of a regular suit and not by Arbitration.  
(b). A reference for adjudication under this clause shall be made by either party to the contract within six months from the date of intimating the Contractors of the preparation of final bill or his having accepted payment whichever is earlier.  
(c) The relevant clause of A.P. Standard Specification Stands modified to the extent provided in this clause.

### **3.30 FORECLOSURE**

- a. **The Employer may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.**
- b. **Up on termination of this contract, the Consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Employer.**
- c. **The Consultant shall be duly paid for the works carried out and services rendered till the date of termination. The Consultant shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.**

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**SECTION IV**  
**TERMS OF REFERENCE**

**4. The Project:**

“Consultancy Services for Scaled Sketches (Building Plans)

**4.1 .The Proposed Services**

**4.1.1. Objectives**

The objective of the Client is to engage highly qualified consultants with proven relevant experience for “Consultancy Services for preparation of Detailed Project Report for proposed “Scaled Sketches (Building Plans).

**4.1.2 Description of Assignment**

“Consultancy Services for preparation of Detailed Project Report for proposed State of art of “Scaled Sketches (Building Plans).

**4.2 Detailed scope of Services**

The scope of work basically includes the following tasks:

- a) To render consultancy services for the construction of a building in the area.
- b) Preparation of detailed architectural plans sections, elevations sectional elevations as per PALAMURU UNIVERSITY building bylaws in vogue and plans for each floor to be submitted within 10 days from date of issue of LOA for taking approval from the competent authority.
- c) Soil investigation to assess S.B.C, Soil Classification duly taking required bores as per relevant IS code for foundations through the repeated Geo Technical Consultants / Experts with their recommendations.
- d) Preparation of structural designs and drawing for all the component of works.
- e) Certification / Proof Checking of designs and drawings by the department / proof consultant named by the department.
- f) Submission of design and drawings in 6 sets of hard copies along with soft copy
- g) Preparation of working plan for each floor as per requirement.
- h) Preparation of detailed water supply, drainage, sanitary electrical landscaping etc drawings as per requirements including cost estimates.
- i) Preparation of specification of materials, BOQ, Tender schedules, supply of Bid Document and drawings, etc., as per requirement.
- j) Preparation of presentations, 3D views and 3D walk through and attending meetings as and when required.
- k) Checking of reinforcement as per approved design duly certifying the same during execution.
- l) Periodical site visits as and when required by the Field staff.
- m) Revision of designs and drawings as and when required.
- n) Preparation of completion drawings i.e. As built drawings, with respect to the Architectural, structural, water supply and sanitary, electrical, firefighting, air conditioning, acoustics etc.
- o) Submission of completion drawings in 3 sets of hard copies along with soft copy.

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**REGISTRAR**

## **General Instructions:**

1. All survey work shall be carried out using total stations of reputed brand of one-three seconds accuracy and all bench marks should be established prior to the survey job at an interval not more than 500m and levels of all Bench Marks should be established by DGPS (Dual Frequency Global Positioning System) and also should be validated by Auto level at random.
2. Bidder should possess all required equipments/instruments duly calibrated & other facilities with them in adequate quantity to complete the work.
3. The Registrar from PALAMURU UNIVERSITY or his representative and Building Committee Member visiting the site shall be extended full cooperation and he shall be explained about methodology adopted and shall be appraised about the measures adopted for accuracy of work.
4. The equipment used shall be accessible to the Engineer in charge or his representative for inspection to ensure its Suitability for the job.
5. The coordinates of all traverse stations are to be calculated with respect to the coordinates of stations as given by relevant authority.
6. The legend for surveying and preparation of plans shall conform to IS codes.
7. The quoted rates shall be inclusive of the cost of labour, materials, equipments, transport, preparation of drawings and reports etc. and no other charges whatsoever shall be entertained in any circumstances.
8. Some field work may have to be done at night. The consultant will have to make his own lighting arrangements etc. for night working for which no additional payment will be made.
9. All drawings shall be prepared on Auto CAD. The Auto CAD drawings shall have different layers for different entities like Road, Spot/Ground levels, Drain, Building, Boundary Wall. Over Ground utility and Ground Utility, Tree, Traverse Station, etc. X, Y, Z co-ordinates of all spot / ground points shall be provided in CSV file with point numbers and feature coding.
10. All the ground / road levels shall be plotted in the form of Longitudinal Section and cross sections in computer Auto CAD with scale 1: 1000 horizontal, 1: 100 vertical.

### **4.3 Detailed Project Report**

The Detailed Project Report shall be prepared incorporating the comments / suggestions made on Draft DPR.

### **4.4 Standards and Guidelines**

All activities related to field studies, design and documentation shall generally be done as per the latest guideline/ circulars of NBC. For aspects not covered by NBC, international standard practices, such as, British and American standards may be adopted

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## **4.5 Cost Estimates**

Preparation of detailed BOQ and Cost Estimates with rate analysis based on Common Standard Schedule of Rates, Standard Data of Buildings and other prevailing rates for all the proposed improvements. Technical specifications shall be prepared as per Standard Data, IS :code, APDSS. The rate analysis / rates adopted are to be supported by detailed analysis as per guidelines and Standard Data of Buildings / APDSS and Quotations for items not covered in SSR where ever necessary.

## **4.6 Tender Documents**

The consultant shall prepare Tender documents for improvement proposals of each individual or multiple junctions as required by the client for inviting tenders.

### **4.6.1 General**

As soon as possible after being awarded the Contract, the Consultant shall support PALAMURU UNIVERSITY in preparing the timetable required for the technical and financial implementation of the project. The Consultant is expected to get his project preparation work, traffic studies, alignment, etc approved by appropriate agencies appointed by the Client and make suitable presentations to the approving authorities as and when required. The Preliminary Engineering Designs shall be got approved by the client / proof consultant appointed by the Client, if required. In the course of getting the various works approved by the various agencies, the Consultant shall do whatever work is necessary, including making appropriate modifications to his work to comply with the comments given, etc. without any extra fees or additional reimbursements. Notwithstanding any approvals given by such agencies or the Client, the Consultant shall remain fully responsible for the quality and correctness of his work, which shall be performed to the highest engineering standards and good engineering practice

- Preliminary works like setting and maintenance of permanent benchmarks, reference points, etc., shall be prepared by Total Station. It shall also include making adjustment in the layout, if required, as per site conditions and as directed by the PALAMURU UNIVERSITY. The layout shall be got approved from the PALAMURU UNIVERSITY before starting actual work. Existing levels of the area under the scope of work shall also be recorded.
- Provision to be made for all safety measures for traffic, pedestrian, workmen, Equipment etc., as considered necessary by the PALAMURU UNIVERSITY during field surveys.
- Identification of services like sewer lines, water supply lines, electric and telephone cables, etc. 28 initialization of founding levels by drilling bores up to the rock level.
- It is also made clear that the intending tenderer should visit the site of work and physically assess the activities that are involved for completing the assignment.

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The tenderer shall assess with due care the supplementary site investigations needed to verify all topographical, hydrological and other site data also collect such additional site data / geotechnical data as may be necessary for completing the job.

#### 4.6.2 **Detailed Field Investigations**

A detailed investigation is required for the following

#### 4.6.3. **Field Surveys and Investigation**

##### **Topographical Survey**

##### a) **Reconnaissance Survey:**

Reconnaissance Survey must be conducted at major intersections before commencing the field surveys to appreciate the existing site conditions and movement patterns. This Reconnaissance Survey to be used in planning the traffic and topographic surveys as well as Geo- Technical Investigations.

Reconnaissance Survey includes permanent control points and Bench marks, Topographic details, traffic surveys, intersection volume counts and pedestrian surveys

Detailed Topographical Survey in the study area includes the Topography survey plan drawing for the study area covering the existing road and roadside details.

##### b) **General**

The topographic survey to be carried out using total station of 1-sec accuracy covering the junction for point positioning. Auto level to be used for height control.

c) Traverse and detailed topographic survey to be carried out using only Total Station of 1-sec accuracy. Auto levels of standard make to be used for establishing benchmarks and vertical control. The survey activity to be conducted in a sequential manner

a) Traverse survey b) Height Control Survey and c) Detailed topographic survey. All relevant observations are to be recorded and maintained in field

##### d) **Topographic Details**

Detailed topographic survey covering the project area is to be presented in drawings. All landside features mentioned below are to be captured and presented in the drawings.

- Electrical poles and lines, telephone pole and lines, high-tension lines and towers, transformers, manholes, repeater stations.
- Transmission lines crossing the road and relative height of HT tower.
- Tree position and girth measured at 1.2m from ground level.
- Building lines, type of buildings (kutcha /semi pucca/ pucca/shops /houses etc.), building frontage.
- Locations of clearly identifying the type of buildings (open/closed/ kutcha / pucca, with foot path).
- Residential, commercial, shops and business established areas etc.

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#### **4.6.4 GEO-TECHNICAL INVESTIGATION**

#### **4.6.5 HORIZONTAL ALIGNMENT FIXING & VERTICAL ALIGNMENT FIXING:**

Various alternatives to be prepared based on detailed topographical and Geo-technical surveys.

#### **DPR Reports for Improvements**

The final DPR Submission shall consist of the following volumes:

- a) Interim Report - scheme.
- b) Draft DPR modern market scheme.
- c) Final DPR with BOQ & cost estimates
- d) Preparation of Tender Document.

#### **4.7 Time Schedule:**

- 1) Consultant shall submit detailed architectural plans sections, elevations sectional elevations as per PALAMURU UNIVERSITY building bylaws in vogue and plans for each floor to be submitted within 10 days from date of issue of LOA for taking approval from the competent authority.
- 2) Consultant shall submit the final DPR i.e., SBC report, structural designs and drawings, detailed estimates and also bid document within One month from the date of receipt of LOA.
- 3) Consultancy should be operational till the completion & commissioning of the project
- 4) Agreement effective till the entire project is complete.

#### **4.8 Payment Terms**

Fees payable to the consultant:

Payments of the work done by the CONSULTANT will be made at tendered and negotiated rate of the approved agency by the Commissioner, PALAMURU UNIVERSITY as per the following terms of payment.

1	Preparation and submission of detailed drawings i.e architectural, Site Plan, Building Plans, sections, elevations and equipment plan if any and approval of above plans by Town Planning wing & Building Committee and submission of General Abstract/Line Estimate	10%	10 days from LOA
2	A) Preparation and approval of structural designs and drawing for complete works, detailed water supply, sanitary drawings, detailed electrical drawings, fire fighting.	15%	25 days from LOA
	B), Preparation and on obtaining technical sanctioned of Detailed estimate with working plans for each floor as per the departments requirement including electrical, sanitary, water supply, fire fighting layout and other related works for the building on obtaining technical sanction.	15%	

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3	Preparation and approval of specification of materials, supply of bid document and drawings, tender schedules etc., as per requirement.	10%	30 days from LOA
4	Preparation of presentations, 3D views and 3D walk through and attending Meetings as and when required. Site visits at regular intervals as per requirement, checking of reinforcement etc.	30%	During execution/ As and when required
5	Preparation of completion drawings i.e. As built drawings, w.r.t to the Architectural, structural, water supply and sanitary, electrical, fire fighting, air conditioning, acoustics etc	20%	After completion of work

**Note: Deductions as admissible will be made towards the Central / State Government Taxes etc., as applicable.**

#### **4.9. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY PALAMURU UNIVERSITY**

The PALAMURU UNIVERSITY shall provide the consultant with available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

#### **4.10. FINAL OUTPUT**

Bound volumes (hard copies) of the Detailed Project Report including other relevant data, drawings etc, are to be submitted by the Consultant (three hard copies) after the completion of each stage of work as per the schedule. Further the entire reports and drawings are to be presented in CDs along with five (5) copies in hard bound form.

**During the study period the consultant shall make the submittals, as indicated**

- a) Concept Report shall consist of Project Appreciation, Methodology of work, work program, etc.,
- b) Interim Report shall contain the renovation schemes and options
- c) Draft Detailed Project report shall contain renovation plans, BOQ and cost estimates
- d) Detailed Project report shall be the report incorporating all comments of the Department and consist of all information mentioned in the scope of work.
- e) Bid documents along with supporting data.

#### **4.11. REVIEW AND MONITORING OF CONSULTANTS WORK**

The Consultants shall present the Heritage Report to the PALAMURU UNIVERSITY who will review the technical details on behalf of the PALAMURU UNIVERSITY and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted. All the deliverables submitted by the consultant will be reviewed by PALAMURU UNIVERSITY and Project Advisory Consultants (PAC) retained by Government of Telangana and the comments given by PALAMURU UNIVERSITY and PAC will have to be incorporated by the consultants.

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PALAMURU UNIVERSITY or his representative will function as a study contract coordinator to oversee the study and provide a principal point of contact with the consultant on behalf of the clients. The consultant will provide all facilities and equipment necessary for the conduct of the study. On completion of the study, all data collected during the study, software packages used and developed during the study by the consultant along with the user manuals will become the property of the client. The consultants shall provide all the maps, data, collected, analyzed, drawing prepared in hard as well as soft copy (CD – ROM) with proper labeling and documentation.

#### **4.12. KEY PROFESSIONALS FOR THE REQUIRED SERVICES**

The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the services from time to time under intimation to the Engineer-In-Charge/Executive Engineer.

- 1. Civil Engineer with minimum 10 years of experience (Team Leader)**
- 2. Structural Engineer with minimum 10 years of experience**
- 3. Architect with minimum 10 years of experience**

The Consultants shall ensure that at all times during the Consultant performance of the Services, the above key personnel shall take charge of the performance of such services.

#### **LOCAL OFFICE**

On entrustment of work, within a week days the consultant shall establish a local office (if not existing already) at Mahabubnagar headed by the Resident Project Manager. The office must be equipped with all necessary office equipment, furniture, phone and fax facility. The Resident Project Manager must not leave headquarters without prior intimation to the client.

#### **4.13. INTERACTION WITH PALAMURU UNIVERSITY**

- a) During entire period of services, the Consultant shall interact continuously with PALAMURU UNIVERSITY and provide any clarification as regards methods being followed and carry out modification as suggested by PALAMURU UNIVERSITY. A programme of various activities shall be provided to PALAMURU UNIVERSITY and prior intimation shall be given to PALAMURU UNIVERSITY regarding start of key could be arranged in time.
- b) Power Point presentations at least on 3 (three) occasions will have to made to various Officers of PALAMURU UNIVERSITY, etc. The cost of making such presentation shall also be included in the proposal. The cost of making additional presentation over and the stipulated presentation will be paid on mutually agreed terms.
- c) The PALAMURU UNIVERSITY officers and other Government offices may visit the site at any time, individually or collectively to acquaint themselves with the field investigation and survey works. Consultant shall be present on such occasion. No extra fee is payable.
- d) All equipment, software and books etc. required for satisfactory services for this project shall be obtained by the Consultant at their own cost and shall be their property. Officials of PALAMURU UNIVERSITY and other Government officials may visit the site during the preparation of DPR. Consultant shall be present on such occasion. No extra fee is payable.

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**SECTION V**

**Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance, form of agreement**

**ANNEXURE-A  
FORM OF PRICE BID**

To,

**The Registrar**  
Palamuru University  
Mahabubnagar  
Telangana Sate – 509 001.

Sir:

Sub: “Consultancy Services for preparation of Detailed Project Report for proposed Scaled Sketches (Building Plans)”

We, the undersigned, offer to provide the consultancy services for the above in accordance with your bid document date : \_\_\_\_\_, and our bid (technical and..... amount (GST not applicable ). This amount is inclusive of all taxes.

S. No.	Item	Amount
I	a) Consultancy Services for preparation of Scaled Sketches (Building Plans)	_____ (GST Included ).
	b) Preparation of detailed cum Abstract Estimates including preparation of analysis of data’s etc. complete	

Total quoted fee is ..... Our financial bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that in competing (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We remain,

Yours sincerely,  
Name and Title of Signatory:  
Name of Firm:  
Address:

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## FORM OF BID

**To**  
**The Registrar**  
Palamuru University  
Mahabubnagar  
Telangana Sate – 509 001.

Sir,

I / We, ..... do hereby Bid and, if this Bid be accepted undertake to execute the following consultancy works, viz Scaled Sketches (Building Plans) as per the terms of reference and Conditions of Contract .

I/We..... have completed the Price Bid in words and figures for which I/We..... agree to execute the work.

I / We ..... Agree to keep the offer in this Bid valid for a period of 120 days mentioned in the Instructions to Bidders and not to modify the whole or any part of it for any reason within the above period. We understand that if the Bid is withdrawn by me/us for any reason whatsoever, the earnest money deposited by me/us will be forfeited to the PALAMURU UNIVERSITY.

I/We ..... hereby distinctly and expressly declare and acknowledge that before the submission of my/our Bid, I/We ..... have carefully followed the invitation to Bids and Instructions to Bidders and have read the Conditions of Contract, Terms of Reference and that I / We ..... have made physical inspection of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the Contract, and in the Terms of Reference; and distinctly agree that I/We ..... will not hereafter make any claim or demand upon the PALAMURU UNIVERSITY / Government, based upon or arising out of any alleged misunderstanding or misconception or mistake on my/our part of the said requirements, covenants, agreements, stipulations, restrictions and conditions.

I/We ..... enclose herewith a crossed Demand Draft for the payment of the sum of Rs..... (Rupees.....) as earnest money not to bear interest. If my / our Bid is not accepted, this sum shall be returned to me/us on my/our application when intimation sent to me/us of rejection or at the expiration or at the expiration of one month / two months / three months after the last date prescribe for the receipt of Bids, whichever is earlier. If my/our Bid is accepted, the earnest money shall be retained by the PALAMURU UNIVERSITY / government as security for the due fulfillment of the Contract. If upon written intimation to me/us by the PALAMURU UNIVERSITY, I WE ... .. fail to attend the said office on the dated therein fixed or if upon intimation being given to me/us by the PALAMURU UNIVERSITY of acceptance my/our Bid, I/ We ... .. fail to make the additional security deposit or to enter into the required agreement as defined in the Bid documents I / We ... .. agree the forfeiture of the earnest money. Any notice required to be served on me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our

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address given herein. Such notice shall sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at eh address to which it is sent.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the Capacity of \_\_\_\_\_ duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
(Block Capitals)

Name of witness \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Signature of Witness)  
PALAMURU UNIVERSITY

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**FORM OF LETTER OF ACCEPTANCE**

From:

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To

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-----  
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Gentlemen,

Sub:- Bid for.....

Ref:- Your Bid for the above work .....

\* \* \* \* \*

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

You are hereby informed that the referenced Bid is accepted.

You are requested to furnish the security deposit in the form specified in the Conditions of Contract within seven days of the receipt of this letter and are also requested to be present all the Office of the Registrar PALAMURU UNIVERSITY for execution of Contract documents along with non judicial stamp paper are per conditions of contract.

The Contract will be governed by the Conditions of Contract as set out in the Bid documents subject to modifications accepted by the Registrar, PALAMURU UNIVERSITY.

Please return this copy duly accepted and signed.

Yours sincerely,

-----

(Signature)

Acce-----

Signature, Name & Designation

Seal of Firm

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**Annexure-B**  
**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Deleted  
**Form of Agreement**

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

WHEREAS the Employer is desirous that certain work should be executed, viz(brief description of Works)..... and has, by Letter of Acceptance dated(dated of Letter of Acceptance).....accepted a Bid by the Contractor for the execution, completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) this Form of Agreement;
  - b) Section I: Notice Inviting Bid
  - c) Section II: Instructions to Bidders
  - d) Section III: General Conditions of Contract
  - e) Section IV: Terms of reference
  - f) Section V: Price bid, Format for Financial Bid, Form of Bid, Bid appendix, Form of Letter of Acceptance form of agreement.
  - g) Section VI: Schedules of Supplementary Information
    - Schedule A - Deleted
    - Schedule B - Income Tax PAN No.
    - Schedule C - Project Experience Record
    - Schedule D - Methodology of Work
    - Schedule E - Activity Schedule
    - Schedule F - Equipment
    - Schedule G - Bio-data of Technical Personnel for the work
    - Schedule H - Record of arbitration and Litigation
    - Schedule I - History of Criminal cases
    - Schedule J - Form of General Power of Attorney
    - Schedule K - GPA Affidavit
    - Schedule L - Affidavit

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

**In witness where of** the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

**Signed, Sealed And Delivered.**

By the said

By the said

Name .....

Name.....

On behalf of the Contractor

On behalf of the Contractor

In the presence of:

In the presence of:

.....

.....

Name .....

Name .....

Address.....

Address.....

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**SCHEDULE – B**  
**Income Tax and PAN No.**  
**Identification and financial data sheet**

Audited Financial Statements (Balance sheet and profit and loss account) for the last five years (Preceding last financial year) including Contingent Liabilities and Projects in progress duly certified by the Chartered Accountant in the format enclosed illustrative example is also enclosed for guidance).

Financial statement (Balance sheet and Profit and loss account) for the previous financial year including liabilities and contingent liabilities and projects in progress in the same format as above (in case audited accounts are not available).

Financial statement (balance sheet and profit and loss account) for the latest financial position (2 to 3 months prior to Bid date) including liabilities, contingent liabilities in the same format as above.

Solvency Certificate for each of the five years from Bank Certificate for credit limits from Bank.

**Note:**

If the Bidder is a company, annual reports of the financial year 2011 to 2016, along with audited report under the companies act shall be furnished.

In case the Bidders other than the companies, if the turnover in any of the above financial years exceeds Rs. 40/- lakhs per annum, the audited accounts along with the auditor's certificates under section 44 AB of the Income Tax Act shall be furnished. If the audited reports under section 44 AB of Income Tax are not furnished for every year, it will be deemed that the turn over for that year was less than Rs. 40 lakhs.

In case of Bidders other than the companies, if the turn over in any of he above financial years does not exceed Rs. 40 Lakhs per annum, the following certificate shall be given by the Chartered Accountants for every year for the Profit and Loss Account and the Balance sheet. "We have audited the above Profit and loss account / Balance sheet of \_\_\_\_\_ as on \_\_\_\_\_ for the financial year ending \_\_\_\_\_ and in our opinion the said accounts give a true and fair view. The said balance sheet and profit and loss account are in agreement with books of accounts and returns produced and that we have obtained all the information and explanations Itot he best of our knowledge and belief were necessary for the purpose of the audit."

Originals of the certificates shall be produced at the time of opening Bids.

<b>Liabilities</b>	<b>last 10 financial years</b>
1.Paid up Capital	
2.Reserves and Surplus	
3.Borrowings:	
3.1 Term loan from Fis	
3.2 Working Capital Loans	
3.3 Other Loans	
3.4 Interest Accrued & Due on Loans	

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<b>Sub – total</b>	
4. Current Liabilities & Provisions	
4.1 Creditors for Materials	
4.2 Advances on Contracts	
4.3 Provisions	
<b>Sub Total</b>	
<b>TOTAL</b>	
Assets	
5. Fixed Assets - Gross Block	
Less Cumulative Depreciation	
Net Fixed Assets	
6. Capital Work-in-Progress	
7. Investments	
8. Current Assets, Loans, Advances	
8.1 Inventories	
8.2 Sundry Debtors	
8.3 Cash and Bank Balance	
8.4 Loans and Advances	
<b>Sub-Total</b>	
9. Expenses and losses to the Extent not written off	
<b>TOTAL</b>	
<b>Financial Indicators:</b>	
*Networth	
*Current Ratio	
*Liquid Ratio	
*Capital Employed	
*Debt : Equity Ratio	

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<b>INCOME</b>	Last 10 financial years
1.Income From Operations	
2.Other Income	
<b>TOTAL</b>	
<b>EXPENDITURE</b>	
3.Materials	
4.Salaries and Wages	
5.Administrative ad Other Exp.	
6.Interest	
7.Depreciation	
8.Deferred Revenue Exp. w/o	
9.Other Expenses w/o	
<b>10 TOTAL Expenditure</b>	
<b>11. Profit Before Tax</b>	
12.Less Income tax	
<b>13. Profit After Tax</b>	
14. Prior Period Adjustments	
15.Extra-ordinary Items	
16.Profit Available For Appropriations	
17. Less Dividend	
<b>18.Retained Profit</b>	
<b>Financial Indicators :</b>	
*Profit Before Tax To :	
Capital Employed (%)	
Net Worth (%)	
Sales (%)	
Earning Per Share (Rs.)	
*Cash Generated from Operations	

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**FORMS OF TENDER  
QUALIFICATION INFORMATION  
Annexure –B**

**CHECKLIST TO ACOMPANY THE TENDER**

Sl. No	Description	Submitted	Page No.
1	2	3	4
1.	Copy of PAN Card, and Copy of Latest valid Income Tax returns and annual audited balance sheet for the last ten financial years (2012 -13 to 2021-22) submitted along with proof of receipt.	Yes / No	
2.	Cop under Service Tax/GST. Copy of Proof of Registration under GST and shall upload the latest GST returns of the preceding quarter i.e., three (3) months before the month of tendering shall be submitted by the prospective bidders.	Yes / No	
3.	The consultant shall have rendered consultancy services for Construction of building at least of value not less than <b>Rs.6.00 crores</b>	Yes / No	
4.	Required annual turnover in any one year during last 06 years should be at least Rs. 30 Lakhs.	Yes / No	
5	Availability of Key personnel in Statement-V.	Yes / No	
6	Litigation history in Statement –VI.	Yes / No	

**Notes:-**

1. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.

2) The information shall be filled-in by the Tenderer in the checklist and **Statements I to VI**, and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted online by the tenderer.

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### DECLARATION

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

I \_\_\_\_\_ hereby declare that, I \_\_\_\_\_ have not been blacklisted / debarred / Suspended / demoted in any department in Telangana/Andhra Pradesh or in any State due to any reasons in the last 5 (five) years.

**Signature of the Tenderer**

### STATEMENT – I

- a) Consultant Must have rendered Consultancy Services for at least **one similar structure i.e., Convention Hall/ Multipurpose Hall / Function Hall/ Auditorium** of value not less than **Rs.6.00 crores** during last 10 Financial years (from FY 2012 -13 to 2021-22).

Sl No	Client	Name of Work	Project Cost	Date of Commencement	Date of Completion

**Certificates issued by Executive Engineers and countersigned by officers of cadre Superintending Engineers are only valid.**

**Signature of the Tenderer**

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## STATEMENT – II

Details of Annual Turnover for the last 10 financial years from consultancy business

- a) Required annual turnover in any one year during last 10 years should be at least Rs. **3.00 Crores.**

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

Attach certificate(s) issued by the Engineer – In - charge of the State / Central Government Departments / Undertakings not below the rank of Executive Engineer or Equivalent and countersigned by the next higher authority not below the Rank of SE/ Next higher authority / Head Of the Department showing work wise / financial year wise value of work done in respect of all the works executed by the Tenderer during last ten financials OR

Certificate from Chartered Accountant supported with Annual Balance Sheet tallying with I.T. Returns.

**Signature of the Tenderer**

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**STATEMENT – V**  
**Availability of Key Personnel**

**Qualification certificate and experience of Key Personnel proposed to be deployed for execution of the Contract should be enclosed and also Bio data of technical persons should be enclosed while uploading the tender.**

Sl. No	Name	Designation	Qualification	Total Experience	Working with the Tenderer since.
1	2	3	4	5	6
1.		Civil Engineer (Team leader)		Min 10 years	
2.		Structural Engineer		Min 10 years	
3.		Architect		Min 10 years	

**Signature of the Tenderer**

**STATEMENT – VI**

Information on litigation history in which Tenderer is the Petitioner.

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

**Signature of the Tenderer**

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**SCHEDULE – I**  
**FORM OF GENERAL POWER OF ATTORNEY**

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

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

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

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

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

Sd/-  
**REGISTRAR**

**SCHEDULE – II**  
**AFFIDAVIT**

1 I/We \_\_\_\_\_ certify that the information furnished in schedules E, F, G, H, N, J and K is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking clause no 60(a) of the General conditions of contract and conditions of particular application.

1. I/We \_\_\_\_\_ agree to be disqualified for Tendering further works in the PALAMURU UNIVERSITY if I/We \_\_\_\_\_ withdraw my/our Tender without a valid reason (to be decided by the Authority competent to accept the Tender).

2. I/We \_\_\_\_\_ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.

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

4. I/We \_\_\_\_\_ agree that if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We \_\_\_\_\_ will abide by the action taken by the PALAMURU UNIVERSITY / Telangana Government without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.

5. I/We \_\_\_\_\_ certify that the following addenda issued by the PALAMURU UNIVERSITY have been received by me/us and incorporated in my/our Tender.

i. dated

ii. dated

iii. dated

(Add if the addenda issued are more than 3)

Sd/-  
REGISTRAR

6. Further I/We \_\_\_\_\_ certify that no near relatives (as defined in It 3.3 (e)) are working in the PALAMURU UNIVERSITY.
7. I / We \_\_\_\_\_ also agree to undertake to keep accurate and system of accounts, records and furnish the same (including that of sub-contractor) and agree to reimburse PALAMURU UNIVERSITY any excess amount claimed by me / us over and above my / our entitlement as per Clause – 68 of the General Conditions of contract.

Dated this ..... day of ..... 20.

Signature ..... in the capacity of ..... duly authorized to sign the

Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness :

Name of Witness :

Address of Witness :

Sd/-  
REGISTRAR