



TENDER DOCUMENT

FOR

Construction of Basketball Court at Sports Complex, Palamuru University Campus, Mahabubnagar.

Estimated Cost of Work	: Rs. 14,64,746/-
Earnest Money Deposit	: Rs. 1,00,000/-
Tender Fee	: Rs. 5,000/-
Last Date & Time of Submission of Tender	: 06-08-2022 up to 3.00 PM
Tender Opening Date & Time	: 08-08-2022 @11.30 AM

PALAMURU UNIVERSITY :: MAHABUBNAGAR
Raichur Road, Mahabubnagar-509001, Telangana State.
Contact: +91 93463 79877,
email: registrar@palamuruuniversity.ac.in
Website: www.palamuruuniversity.ac.in

Tenderer

Registrar

NOTICE INVITING TENDER

1. Sealed Tenders are hereby invited for the work of **Construction of Basketball Court at Sports Complex, Palamuru University Campus, Mahabubnagar** from the firms / dealers / contractors. The tenderers are required to produce proof of fulfilling these conditions while making request for issue of Tender Documents.
2. The estimated cost of **Rs. 14,64,746/- (Rupees Fourteen Lakh Sixty-Four Thousand Seven Hundred and Forty-Six only)**.
3. The total time for carrying out the work will be **90 Days (Ninety Days)**. The date of commencement shall be reckoned from the seventh day of issue of Letter of Intent.
4. Tenders should be on the specified form (non-transferable) which may be obtained from the **office of the Registrar, Palamuru University, Mahabubnagar-509001, Telangana State**, during office hours on payment of **Rs. 5,000.00 (Rupees Five Thousand only) (nonrefundable)**.
5. Tenders should be submitted in separate sealed covers super scribed as **TECHNICAL BID & FINANCIAL BID** with the name of the work. This will be received till 06-08-2022 up to 3.00PM and Tenders will be opened on 08-08-2022 @11.30 AM.
6. Tenders should be dropped in the tender box placed at **office of the Registrar, Palamuru University, Mahabubnagar-509001, Telangana State**, before the closing date and time indicated. In case these are sent by post these should be sent by Regd. post/Speed post addressed to **the Registrar, Palamuru University, Mahabubnagar-509001, Telangana State**. It is the tenderer who has to ensure that they post the tender well in advance so as to reach before the closing time and date indicated.
7. The Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/- (Rupees One Lakh only)** as Demand Draft of a schedule bank and drawn in favor of **Registrar, Palamuru University**, should accompany the tender. Tender received without earnest money will be invalid and rejected.
8. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates as quoted.

Tenderer

Registrar

9. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
10. The tenderer shall not be permitted to tender for works in the concerned unit in which a relative is posted He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.
11. Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.
12. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Palamuru University as no claim whatsoever will be entertained for any alleged ignorance thereof.
13. Before tendering, the tenderer shall inspect the sites to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locally including stacking of materials, installation of tools and plants (T & P) etc., conditions affecting accommodations and movement of labor etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
14. If the contractor fails to commence the work as per letter of award then the Earnest Money will be forfeited
15. **DEFECT LIABILITY PERIOD:** 24 months from the date of completion of the specific job as certified by the employer.
16. **COMPENSATION:** Contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten per cent of the estimated cost of the work.

17. **Eligibility:**

Contractors / Tenderers who have registered with the Government of Telangana as class III and above are eligible to participate in the above subject tender / work.

Non-Registered Contractors are also eligible to participate in the above subject work / tender, who have executed the similar work of single Basketball Court along with allied works from any Central / State Govt. Departments / Public Sector Undertaking / Autonomous Bodies / Semi-Govt.

Tenderer

Registrar

ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of getting the work of _____ done and
has caused drawings, schedule of quantities and specifications describing the work to be prepared.
AND whereas the said specifications and the schedule of quantities and other documents have been
signed by on behalf of the parties.

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

In consideration of the payments to be made to them as hereinafter provided the contractor
shall upon and subject to the conditions hereinafter contained execute and complete, the work at
the rates specified in the attached schedule of quantities and with such materials as are provided
for and in accordance with in all respect with specifications, designs, drawings and instructions
in writing. Time for carrying out the work will be..... And the date of commencement shall
be reckoned from the tenth day of issue of award letter.

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

- (i) This agreement contains the following documents in addition to pages of Articles of Agreement.
- (ii) General Conditions of Contract page no. _____ to _____
- (iii) Special Conditions page no. _____
- (iv) Additional Conditions page no. _____
- (v) BOQ.

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

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

Signed by the said
Contractor In the presence
of

- (1)
- (2)

Tenderer

Registrar

GENERAL CONDITION OF CONTRACT

1. INTERPRETATION

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

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

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

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

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

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

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

2. SPECIFICATIONS AND DRAWINGS

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

Tenderer

Registrar

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

Tenderer

Registrar

4. RATES EXCLUSIVE OF GST

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

5. TESTING OF MATERIALS

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

6. CONTRACTOR'S ENGINEERS AND WORKMEN

- 6.1 The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the institute may consider necessary until the expiration of defects liability period. The contractor shall employ competent engineer/as approved by the University whose qualification must conform to the requirement specified by the institute who shall be constantly in attendance of the work while the men are at work. Any direction, explanations, instructions or notices given by the institute to such engineer or any other authorized agent shall be held to be given to the contractor.
- 6.2 The contractor shall on the request of the University immediately dismiss from the works any person employed thereon who may in the opinion of the Registrar, PU, be unsuitable or incompetent or who may in the opinion of the employer misconduct himself.

7. ACCESS

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

Tenderer

Registrar

8. VARIATION AND PRICE FOR VARIATION

- 8.1 The engineer with the approval of the employer shall have power to make any alterations /omissions / additions and/or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this shall be worked out in accordance with the following provisions in their respective order.
- 8.2 If the rates for the altered, additional or substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the contract for the work.
- 8.3 If the rates for the altered, additional, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- 8.4 If the rates for the altered, additional or substituted work cannot be determined, then the contractor shall, within ten working days from the date of receipt of the order to carry out the work through notice in writing, inform the institute of the rate which it is his intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work as per Telangana State Government rates. When such notice has been given, the engineer with the consent of the employer may agree to such a rate but if the engineer does not agree to the contractors' rate the engineer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.
- 8.5 Under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the GC.

9. FAULTY MATERIALS, WORKMANSHIP AND DEFECTS AFTER COMPLETION

- 9.1 The Registrar, PU, shall have powers to removal from the site all materials and work which in his opinion are not in accordance with specifications and in case of default, the Registrar, PU, shall have liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Registrar, PU, may cause the same to be supplied and all cost which may attend such removal and/or substitution are to be borne by the contractor.

Tenderer

Registrar

- 9.2 If it shall appear to the engineer or to the employer based on Audit/Technical Examination, that any work has been executed with unsound imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for or otherwise not in accordance with the contract, any defects shrinkage or other faults which may appear within the defects liability period of Twenty Four months from the date of completion arising in the opinion of the Registrar, PU, / Building Committee the contractor shall on demand in writing which shall be made within Twenty Four months of the completion of the work from the Registrar, PU, specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Registrar, PU, may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- 9.3 In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- 9.4 Provided always that nothing in this shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

10. WORKS TO BE OPEN FOR INSPECTION:

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

Tenderer

Registrar

- 11. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY AND STATUTES:**
The contractor shall take all precautions to avoid all accidents by exhibiting necessary cautionboards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part.No hindrance shall be caused to traffic during the execution of work.
- 11.1. The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This shall be held to include inter-alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings andworks forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.
- 11.2. The contractor shall reinstate all damage of every sort mentioned in this, so as to deliver the whole of the contracted works complete and perfect in every respect so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- 11.3. The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative ofan employee of the contractor or any sub-contractors, employed by him, for any injury to orloss of life of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- 11.4. The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the non-compliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labor and apprentices directly or indirectly employed in the work under this contract.

Tenderer

Registrar

11.5. The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the contractor.

11.6. The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative.

12. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS:

12.1. Any sum of money due and payable to the contractor including the security deposit under the contract may be withheld or retained by way of lien by the Employer or Government or any other contracting person or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or Government or with such other persons.

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

13. WITHHOLDING LIEN IN RESPECT OF SUMS CLAIMED:

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

Tenderer

Registrar

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

13.3. The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Employer to recover the same from him or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the contractor. Provided that the Employer shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the contractor on the other hand, under any term of contract permitting payment for work after assessment by the Employer.

14. IN-CASE OF DEATH OF CONTRACTOR:

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

Tenderer

Registrar

15. SUB-CONTRACTORS:

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

16. COMPENSATION FOR DELAY:

16.1. The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to 1% or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished after the proper dates.

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

17. EXTENSION OF TIME:

17.1. If the contractor shall desire and extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within Seven days of the date of hindrance on account of which he desires extension as aforesaid, and the Employer shall, in his opinion (which shall be final) reasonable grounds shown therefore, authorize such extension of time if any, which may in his opinion be necessary or proper.

17.2. In the event the value of work exceeds the value of the bill of quantities owing to variations

Tenderer

Registrar

the contractor shall be entitled to ask for extension of time in proportion to the increase value of the work.

18. SUSPENSION OF WORK BY CONTRACTOR:

18.1. The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of the contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:

- If the contractor having been given by the Registrar, PU, / Engineer, PU, a notice to rectify reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
- If the contractor being a company shall pass a resolution or the court shall make in order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- If the contractor commits breach of any of the terms and conditions of this contract.

18.2. When the contractor shall make himself liable for action under any of the cases aforesaid the Employer shall have the following power.

- To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- After giving notice to the contractor to measure up the work of the contractor and to take such parts thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case in any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him

Tenderer

Registrar

by the Employer under this contract or any other account whatsoever or from his security deposit.

- In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

19. SECURED ADVANCE:

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

20. CERTIFICATES AND PAYMENTS:

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

Tenderer

Registrar

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

- 20.2. Whenever there is likely to be delay in recording detailed measurement for making a running payment, advance payment without detailed measurements for work done worked out at 75 per cent of the tendered rates for assessed quantities may be made in running account bills by the Employer on the basis of a certificate from the Engineer. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.
- 20.3. A bill shall be submitted by the contractor each month on or before one date fixed by the Engineer. The Engineer, PU, shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill.
- 20.4. In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security in the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realized.
- 20.5. All compensation of the other sums of money payable by the contractor under the terms of the contract may be deducted from the security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favor of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.

Tenderer

Registrar

- 20.6. No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within deposited period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer.
- 20.7. In case of termination of contract, the security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract with the Employer.
21. **FURTHER SECURITY DEPOSIT:** A sum of 3% of the gross amount of the bill shall be deducted from the each running bill of the Contractor.
22. **COMPLETION CERTIFICATE:**
Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Registrar shall inspect the work. If there is no defect in the work the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, rubbish, and all huts and sanitary arrangements required for his work, people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with requirements of this on or before the date fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as may be think fit and the contractor shall have no claim except for any sum actually realized by the sale thereof.

Tenderer

Registrar

23. ARBITRATION:

- 23.1. Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned, and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Registrar, Palamuru University, at the time of such dispute. Any party shall appoint the Arbitrator within 30 days from the receipt of a request. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason the Registrar shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it. The Arbitrator shall give a speaking award. The award of the Arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.
- 23.2. It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this together with the amount or amounts claimed in respect of each such dispute.
- 23.3. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 23.4. Subject as aforesaid the provision of the arbitration and Conciliation Act. 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration reference under this.

24. PERFORMANCE GUARANTEE:

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

Tenderer

Registrar

SPECIAL CONDITIONS OF CONTRACT

1. These special conditions are meant to amplify the general specifications and general conditions of contract.
2. Contractor will take all necessary actions to provide detail design, drawings, revised bill of quantities if any, execution at site after necessary approval by department, commissioning as directed for the work. All the above must be carried out within stipulated time frame as laid down by the department.
3. Work shall be done as per Telangana State Government Engineering Dept. specification. In case of any discrepancy the order of precedence in interpretation shall be as under:
 - a. Schedule of quantities
 - b. Drawings
 - c. Additional Conditions.
 - d. General Conditions of Contract
 - e. Special Conditions
 - f. Additional Technical Specifications.
 - g. Telangana State Government Engineering Dept. latest civil work specifications.
 - h. I.S. Codes
 - i. International codes.
 - j. Best Engineering practice.
4. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall apply for all heights, lifts, leads and depths of the work and nothing extra shall be payable on this account.
5. The surplus excavated earth, which is beyond the requirement of the Employer's work, may be allowed by the Employer to be disposed by the contractor on his own or sell the surplus excavated earth to private parties at the discretion. But nothing extra will be paid for the cartage or disposal of surplus earth if the same is not required on any other work of the Employer.
6. No Price Adjustment
7. Period of Completion: 90 Days from the work order.
8. The bidders shall sign on all documents, statements, certificates, enclosed by them / owing responsibility for their correctness / authenticity.
9. Tenders with an excess of 5% and above of the estimated contract value shall summarily be rejected.

Tenderer

Registrar

10. Wherever the audit parties A.G. pointed out that the contractor is in-doubtly benefited, then the employer is empowered to recover the same amount from the contractor and it is binding on the contractor.
11. The tenderer shall submit the copies of the documents of :
 - i. Registration as Civil Contractor required as per Tender Document
 - ii. Government registration is not required for non-registered contractors, hence, no document to be enclosed.
 - iii. GST registration with TIN number with Commercial Tax Department along with latest clearance certificate.
 - iv. PAN card and copy of latest Income Tax returns submitted along with proof
 - v. Necessary DD towards EMD
12. The Schedule-A (or Price Bid) contains not only the quantities but also the rates and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view of the work, site conditions and quote his overall tender percentage with which he intends to execute the work.
13. The Bid offer shall be for the whole work and not for individual items / part of the work.
14. The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
15. Copy of contractor's registration certificate under appropriate class with Government of Telangana.
16. Copy Permanent Account Number (PAN) Card and copy of latest Income Tax returns submitted along with proof of receipt.
17. If the Technical Bid of a Tenderer is not satisfying any of the eligibility criteria, it will be rejected by the Registrar, Palamuru University.
18. Only the Price Bids of qualified Tenders who's technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified tenders or their authorized representatives present on the date and time fixed.
19. The Price Bid of the unqualified Tenders will not be opened.
20. The Registrar, Palamuru University, Mahabubnagar, will evaluate and compare the Price Bids of all the qualified Tenderers.
21. Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

Tenderer

Registrar

22. Selection of Tenderer among the lowest & equally quoted tenders will be in the following orders:

- i. The tenderer whose bid capacity is higher will be selected.
- ii. In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
- iii. Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the works and then the clean track record will be considered for selection.

23. In case of any discrepancy between the overall tender percentage quoted in words and figures, the percentage quoted in words shall prevail.

ADDITIONAL CONDITIONS OF CONTRACT

1. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail.
2. No payment shall be made to the contractor for any damage caused by the rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
3. All materials used shall be as per specifications and ISI marked whenever applicable ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening the tender.
4. The contractor shall give a performance test of the entire installation(s) as per standard specifications and / or as directed by the Engineer and will also submit test certificates as are required by Municipal / Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities, which shall be reimbursed on production of receipts.

Tenderer

Registrar

ABSTRACT ESTIMATE

1. Construction of Basket Ball Court at Indoor Stadium, Sports Complex, Palamuru University Campus.

S. No	Description	Quantity	Rate	Qty.	Amount
1	Earthwork excavation in soils up to SDR by mechanical means for foundations of structures as per drawing and technical specification including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing sides of bottom, back filling the excavation earth to the extent required etc., complete excluding seigniorage charges for finished item of work as per MoRT&H specification 304(5th Revision) and as directed by the Engineer-in-Charge.	210.18	109.50	cum	23,014.30
2	Rolling with power Road Roller diesel of 10T on Gravel including machinery charges, fuel charges, hire charges, incidental and operational charges etc., complete for finished item of work - machinery hire charges	16.00	1493.60	Hour	23,897.60
3	Plain Cement Concrete (1:5:10) (Cement: Fine Aggregate(onscreen sand): Coarse Aggregate (Metal) for foundations and under flooring bed using coarse aggregate 40mm size hard, machine, crushed, granite from approved, quarry including cost and conveyance of all materials like cement, sand, coarse, aggregate, water, etc.to site, including seignior age charges, sales & other taxes on all materials and including all charges for machine mixing, laying concrete in foundations and under flooring bed, ramming in 15 cm layers finishing top surface to the required level curing Including Overheads & Contractors Profit etc., complete for finished item of work.	3.54	5206.90	cum	18,432.43
4	Vibrated cement concrete M 15 Grade Concrete using 40mm , 20mm and 10mm size HBG crushed stone aggregate (Coarse aggregate conforming to table 1000-1 and fine aggregate conforming to table 1000-2) including cost, (excluding seigniorage) and conveyance of all materials to site and all labour charges ,centering, machine mixing, laying in position, Compacting , Vibrating and curing including all other incidental and all other operational charges of T&P required etc., complete as per MoRT&H Specification 1500,1700, 2100 (5th Revision) for central median blocks (from km 0/0 to 0/500)	14.24	5439.00	CUM	77,464.96

Tenderer

Registrar

S. No	Description	Quantity	Rate	Qty.	Amount
5	Providing, laying, spreading and compacting graded stone aggregate to Wet mix macadam specification including premixing the material with water at OMC in mechanical mixer (Pug Mill), carriage of mixed material by tipper to site, laying in uniform layers in sub-base/base course on a well prepared sub-base and compacting with Vibratory roller of 80 to 100kN to achieve the desired density including lighting, barricading and maintenance of diversion, etc as directed by the Engineer-in-Charge and as per Technical Specification Clause 406 MoRT&H (5th revision), including overhead charges & Contractor profit excluding Seignarage charges etc complete.	60.8	1887.35	Cum	1,14,750.88
7	Providing and applying Prime coat with Bitumen emulsion (RS-1) using emulsion distributor @1750 sqm/hr at the rate of 0.6 kg per sqm on the prepared sureface of granular base & cleaned with Hydraulic broom @1250 sqm/hrs,finished item of work and as per Technical Specification Clause 503 MoRT&H (5th Revision), directed by the Engineer-in-Charge Seignarage charges etc complete.	608	22.40	SQM	13,619.20
8	Providing and laying 30 mm thick of Dense Graded Bituminous Macadam with 75 TPH batch type hot mix plant using HBG crushed aggregates of Grading - II as per table 500-10 of MoRT&H Specification 505 (5th revision) premixed with bitumen VG-30 grade (60/70)@ 4 to 4.50% of weight of total mixture, transported to site, laid over a previously prepared surface with Mechanical Paver finisher to the required grade, level and alignment and rolled as per Clauses 501.6 and 501.7 to achieve the desired compaction for finished item of work as directed by the Engineer-in-Charge including hire and operational charges all T&P and all other contingent charges necessary including charges of all materials etc., complete and as per MoRTH specification No. 505(5th Revision)	18.24	7923.00	cum	1,44,515.52
9	Providing and applying tack coat with VG-10 Bitumen emulsion (RS-1) using emulsion distributor @1750 sqm/hr at the rate of 0.225 kg per sqm on the prepared Bitumenus surfaces & cleaned with Hydraulic broom @1250 sqm/hrs,finished item of work and as per Technical Specification Clause 503 MoRT&H (5th Revision), directed by the Engineer-in-Charge Seignarage charges etc complete.	608	9.50	SQM	5,776.00

Tenderer

Registrar

S. No	Description	Quantity	Rate	Qty.	Amount
10	Providing and laying 20mm thick of bituminous concrete with 75 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of grading-II premixed with bituminous binder 60/70 @ 5.4 to 5.6 percent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects	12.16	7923.00	CUM	96,343.68
11	Acrylic Cushion Court System: The cushion court system is the professional and residential non cushioned option for outdoor sports surfaces. This 100% acrylic coating system is designed to provide optimum elasticity and spin responsive paly. Quote for 8 layers: in this system we shall apply 1 layer of primer, 1 layer of re-surface, 3 layers of cushion, 2 layer of color wear coat, 1 layer of color top coat. Here is quote for 8 layers Acrylic full cushion court. with Line marking of FIBA Standard	420	755.00	SQM	3,17,100.00
12	Supply, fabrication and fixing of Hot dipped Galvanized Iron of 8 gauge(4mm) Chain Link mesh (2"x2" grid)fixed to mild steel vertical made of frame square pipe of 40 x 40 x3 mm Hollow pipe amd horizontal MS angle of equal 40 x 40 x 3mm of 6Nos in MS pipe of 40 x40 x 3 mm including fixing Hold fasts of 6" long duly, providing & fixing of vertical square pipes size of 65 x 65 x 5mm at a distance of 3m c/c including cost and conveyance of all materials, labour charges, cost of Electrodes and welding machine charges with a shop coat of Red oxide & 2 coats of oil paints for Iron works etc., complete for finished item of work	360	1200.00	SQM	4,32,000.00
13	ELECTRICAL INSTALLATION: Supply and transportation and erection of swaged pole of size 9.0mts (113kg) working load per is 2713/1980(410 s-p27) specification the length of sections should be 5.0m at bottom 2.0mts at middle and 2.0 at top and outer dia thickness of section 139.7mm x 4.50mm at bottom and 114.30x3.65mm at top duly erected on bridge kerb portion (R.C.C Work with V.C.C M15 Concrete as per the direction & recommendation size of the P.U Engineer with 4nos 25x 6mm MS special clamps bolts with nuts and locking nuts with one coat of Red oxide paint & two coats of aluminum paints with coil earthing etc including cost and convince of all material and all labour charges etc complete (steel tubular)	2	12854.00	EACH	25,708.00

Tenderer

Registrar

S. No	Description	Quantity	Rate	Qty.	Amount
14	Supply transportation & Fixing of Led 400w flood lights luminaire epoxy powder coated pressure die-cast aluminum housing (ADC12) in grey finish with elegantly designed heat sink for efficient thermal management sturdy & excellent corrosion resistance light source high-efficiency long-life led module with SMD LED package mounted on MCPCB lumen efficacy of led >140lm/W and viewing angle of 120° to ensure better uniformity of light distribution for detailed photometric data, please refer LM IK 07 fixed to housing electronic Driver module should not be used directly with AC supply with assembled CG box mounting wall or surface mounting using adjustable cg box mounting wall or surface mounting using adjustable ms cradle of thickness 4mm with SS angular dia is provided with the fixture for precise angular mounting of luminaire two elliptical slots of 14mm dia center distance of 140mm provided on the cradle including all labor charges etc complete Makes: Havells catalogue professional luminaire list price wed 1st Jan 2020 fixture : JETA VALOURFEL 400W LED 757MODNBL TG Hsn code 9405 cg box assemble DCGBOX VALOUR 400W HSB COADE 9405 or it's equivalent in Phillips Crompton	6	12854.05	NOS	77,124.30
15	Supply & installation of the following equipment for basketball court satisfying FIBA standards for competitions; 1. Basketball backboards with angle iron frame and marking as per FIBA standards. Two & quot; pole set with flinch made of durable heavy & quot; M.S tube enamel painted with suitable foundation and anchoring. 3. Two basket ring mounting with a plate and net. The equipment with all accessories and necessary works so as satisfy the FIBA standards. The work to be executed as per approved drawings/or as per the directions of the engineer-in-charge	1 Pair	95000.00	Pair	95,000.00
Total Part – A - Estimated Contract Value					14,64,746.86

- ***GST will be paid extra as per prevailing GST rates***

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

Tenderer

Registrar