INTERNATIONAL INSTITUTE OF INFORMATION TECHNOLOGY

TENDER DOCUMENT

FOR 20.0 Lakhs.

IIITH GACHIBOWLI
# STANDARD BID DOCUMENT

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INTERNATIONAL INSTITUTE OF INFORMATION
TECHNOLOGY

Tender Notice No.01/IIIT-H/EE/2022-23 Dated: --.04.2023

NAME OF WORK: Electrical and UPS works for UPS consolidation in all campus buildings except Vindhya in the Premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032

OFFICER INVITING TENDERS: Registrar, IIIT, Hyderabad.

1. Item wise rate sealed tenders are invited for the above-mentioned work from the prequalified bidders Selected/ Approved by the IIITH Gachibowli Hyderabad. The details of Tender conditions & terms can be obtained from the Registrar, IIIT, Hyd.

2. E.M.D. to be paid by way of unconditional and irrevocable Crossed Demand Draft only issued by any Nationalized Bank /scheduled bank for Rs.20,000/- drawn in favor of IIIT, Hyderabad along with bids and the balance EMD for Rs.--------/- in shape of DD (Total 2.50% of contract value) in favor of IIIT Hyderabad is to be paid at the time of concluding agreement.

3. Period of completion of work : 2 Months.


5. Date of receipt of applications for Tender Schedules : From 12.05.2023 to 20.05.2023 up to 5 PM

6. Date of Pre bid meeting. : 15.05.2023 @ 11:30PM

7. Date and time of Receipt of tenders : 22.05.2023 up to 3.00 PM

8. Date and time of opening of tenders. : 22.05.2023 @ 3.30 PM.

Note: The dates stipulated above are firm and under no circumstances they will be relaxed unless otherwise extended by an official notification or happen to be Public Holidays.

9. Procedure for Tender Submission

1) The Tenderer shall submit their bids, in the Standard formats prescribed in the Tender documents.

2) The IIITH will not hold any risk and responsibility for the loss of tender while submitting the bids.

3) The tenders not signed on all pages will not be accepted.

10. Any other condition regarding receipt of tenders in conventional method appearing in the tender documents may please be treated as not applicable.
INSTRUCTIONS TO TENDERERS
A – GENERAL

NAME OF WORK: Electrical and UPS works for UPS Consolidation in all campus buildings except Vindhyaa in the Premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032.
Funds releasing authority: Registrar, IIIT, Hyderabad
Scope of work: Electrical cabling works, panels
Period of completion: 2 Months.

1.1 The Registrar, IIIT, Hyderabad invites tenders for the above works vide Tender Notice No.01/EE/IIIT-HI/2023-24 dated: 12.05.2023.
1.2 The successful tenderer is expected to complete the work within the time specified in the Tender Notice.
1.3 The successful (L1) Tenderer shall furnish the hard copies of all the documents/Certificates at the time of concluding the agreement.
1.4 Earnest Money Deposit in the shape of Crossed DD for 2.5% of contract value Rs.----------/- issued by any Nationalized Bank/scheduled bank in favor of IIIT, Hyderabad valid for 3 Months from the date of NIT.
1.5 The Tenderer should submit signed undertaking of tender.
1.6 If the rates quoted by a tenderer is found to be either abnormally high or within the permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process; such tenders shall be rejected.
A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render himself liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer quoted rates should be based on the controlled prices for the materials, if any, fixed by the Institution or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle regarding labour supervision on the construction.

1.7 CONDITIONAL TENDER
Conditional tenders are not accepted. Submission of tender would be construed as acceptance to all the terms and conditions of the tender which include conditions of contract, drawings and accompanying specifications.

2 One Tender per Tenderer:
2.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

3 Cost of Tendering
3.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

4 Site Visit.
4.1 The Tenderer, at the Tenderer’s own responsibility and risk is advised to visit and examine the Site of Work and its surroundings before quoting the rates and obtain all information that may be necessary for preparing the Tender for entering a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer’s own expense.
B.  TENDER DOCUMENT

5  Contents of Tender document.
5.1 One set of Tender documents, comprises the following:

1) Notice Inviting Tenders (NIT)
2) Instruction to Tenderer
3) Forms of Tender
4) Conditions of Contract.
5) Specifications.
6) Drawings.
7) Forms of Securities. i.e., EMD, Addl. Security etc. in the shape of DD.
8) Price Bid. (Bill of Quantities)

6  Clarification on Tender Documents
6.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Tender Inviting Officer at the address indicated in the NIT. The Tender Inviting Officer will also respond to any request for clarification, received through post.

7  Amendment to Tender Documents
7.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice.

7.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall be attached to the Tender Notice.

7.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend, if necessary, the last date for submission of tenders.

C.  PREPARATION OF TENDERS.

8  Language of the Tender.
8.1 All documents relating to the tender shall be in the English Language only.

9  Documents comprising of the Tender.
9.1 The bidders who are desirous of participating in tenderer shall submit hard copy of their price bid (BOQ) in sealed covering the standard prescribed format in the tender documents. The bidders should enclose attested copies of all the relevant certificates, documents etc.

9.2 If any of the certificates, documents etc., furnished by the bidder is found to be False/fabricated/bogus, the bidder will be blacklisted and the EMD forfeited.

9.3 The bids (BOQ) will be opened by Registrar or his authorized representative at the time and date as specified in the tender documents and all the rates quoted by the bidders will be read out. The clarifications, particulars if any required from the bidders will be obtained in the conventional method by addressing the bidders.
10.0 Bid Offer:

Bill of Quantities called Schedule “A” and the bid offer accompanies the tender document as Volume – II. It shall be explicitly understood that the Tender Inviting Officer does not accept any responsibility for the correctness or completeness of this schedule ‘A’ and this schedule ‘A’ is liable to alterations by omissions, deductions or additions at the discretion of the Registrar or as set forth in the conditions of the contract.

10.1 The tender form must be filled in English and entries must be hand and written in ink, neatly and legibly.

10.2 Each and every page of the tender document must be signed by the authorized person. The tenders must be submitted in the prescribed format only. The tenderer must quote the rates and amount in the schedule of quantities. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figure & words must be neatly scored out under full signature of the tenderer and the correct figures and words neatly rewritten.

10.3 Error in the schedule of quantities, rates and amount shall be dealt with the following manner:

(i) In the event of discrepancy between the rates quoted in words and the rates in figures, the co-efficient of the total amount by the quantities shall be taken into consideration.

(ii) In the event of an error occurring in the amount of columns as result of wrong multiplications and extension or unit rate and quantities, the unit rate shall be regarded as firm and the amount shall be amended accordingly.

(iii) All errors in totaling in the amount column and in carrying forward, the totals shall be corrected.

10.4 The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or additions; payment shall be made on the basis of actual quantities of work done at the accepted rates.

10.5 No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and if any such alterations are made the tender is likely to be invalidated.

10.6 Conditional tenders will not be entertained and are liable for rejection.

10.7 The tenderer must obtain for himself on his own responsibility and at his own expenses all the information necessary for the purpose of filling this tender and to enter into a contract with IIITH. He must examine the drawings, specifications, conditions etc., and must inspect the site of work and must acquaint himself with all local conditions and matters pertaining thereto before quoting the rates.

10.8 The tenderer shall also bear all expenses in connection with the preparations and submission of this tender.

10.9 The bid offer shall be for the whole work and rates quoted for all the items.
10.10 The contract price is inclusive of all overhead charges and include the following elements:

- Technical agents for site supervision. (Reimbursement to the technical agents provision is dispensed with where 'over heads and contractor's profit' provision is included in the data rates)
- Documentation and “as built” drawings.
- Mobilization/ De-Mobilization of resources
- Labour camps with minimum amenities and transportation to work sites.
- Light vehicles for site supervision including administrative and managerial requirements.
- All Material Test Certificates need to be submitted before Execution of work.
- Minor T & P and survey instruments and setting outworks, including verification of line, dimensions, trial pits and bore holes, where required.
- Watch and ward.
- Traffic management during construction
- Expenditure on safeguarding environment
- Sundries
- Financing Expenditure,
- GST on the rates quoted will be paid separately.

11.0 Validity of Tenders:

11.1 Tenders shall remain valid for a period of not less than three months from the last date for receipt of Tender specified in NIT.

11.2 During the above-mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

11.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderer shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A Tenderer agreeing to the request will not be permitted to modify his Tender but will be required to extend the validity of his E.M.D. for a period of the extension.

12.0 Earnest Money Deposit

12.1 The Tenderer shall furnish, Earnest Money Deposit of Rs.20,000/- along with hard copies of Tender documents. The DD shall be from a Nationalized Bank/Scheduled Bank in favor of IIIT, Hyderabad valid for a period of 2 Months.

12.2 The successful tenderer should however have to pay of contract value E.M.D. of Rs.--------/- (inclusive of Rs.20,000/- paid along with tender) at the time of signing the agreement in the shape of crossed Demand Draft only from any Nationalized Bank/Scheduled Bank.
13.0 **Return of E.M.D. to unsuccessful tenderer.**

13.1 The earnest money deposit will be refunded to the unsuccessful tenderer by registered post at the expiry of the period of validity of tender or the entrustment of the work to the successful tenderer whichever is earlier.

13.2 The earnest money deposited by the successful tenderer will not carry any interest.

and it will be dealt with as provided in the conditions stipulated in the tender.

The E.M.D. shall be forfeited.

(a) if the Tenderer withdraws the Tender during the validity period of Tender.

(b) in the case of a successful Tenderer if he fails to sign the Agreement for whatever the reason.

In consideration of the Registrar, IIIT, Hyderabad undertaking to investigate and to consider each tender and in consideration of the work thereby involved, all earnest monies deposited by the tenderer will be forfeited to the Institution in the event of such tenderer either modifying or withdrawing his tender at his instance within the said validity period of three months.

14.0 **Signing of Tenders**

14.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a Institution it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering Institution may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder will be rejected.

14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the tender inviting officer, or as necessary to correct errors made by the tenderer, in which case all such corrections shall be initialed by the person signing the tender.

14.3 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be authorized, and, if any such alterations are made the tender will be void.
D. SUBMISSION OF TENDERS.

15.0 Submission of Tenders:
15.1 The Tenderer who are desirous of participating in Tender shall submit price bid in the Standard formats prescribed in the Tender documents. The tenderer should enclose attested copies in support of their Tech. Bid.
15.2 The Institution will not hold any risk and responsibility for the loss of tenders in transit while submitting bids.
15.3 Any other condition regarding receipt of tenders in conventional method appearing in Tender document may be treated as non-applicable.

16.0 Last date / time for Submission of the Tenders.
16.1 Tenders must be submitted on the date and time specified in the Tender Notice / Tender Document.
16.2 The Registrar or his nominee may extend the date for receipt of Tenders by issuing an amendment in which case all rights and obligations of the Registrar and the Tenderer will remain same as previously.

17.0 Late Tenders.
17.1 Tenders will not be received after the last date/time prescribed in NIT / Tender Document.

18.0 Submission of Tenders:
The tenderer shall invariably ensure that the following documents are enclosed along with the tender. The sealed cover containing the tender should be super scribed the name of work, address of the tenderer and the details of EMD enclosed without which the tenders will not be entertained.

a) Copy of contractor’s registration certificate under appropriate class with Institution of Telangana / erstwhile Andhra Pradesh.
b) Copy of permanent account number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt.
c) Copy of GST Registration Certificate from Commercial Tax Institution and latest Commercial Taxes Clearance Certificate issued by Telangana State Institution.
d) EMD Deposit to be paid by way of crossed demand draft only
e) Signed under taking of tender.
E. TENDER OPENING AND EVALUATION

19.0 Tender opening

19.1 The price bids (BOQ) will be opened by the Registrar or his nominee at the time and date as specified in the Notice Inviting Tender. The rates quoted by all the tenderer will be read out while opening the tender. The participant tenderer or their authorized representatives may note down the rates read out while opening the tenders.

19.2 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence to conditions, the Tender accepting authority shall communicate the same which will be binding both on the tender Opening authority and the Tenderer. In case of any ambiguity or dispute, the decision taken by the Tender Accepting Authority on tenders shall be final.

20.0 Evaluation and Comparison of Price Bids

20.1 The Registrar or his nominee will evaluate and compare the price bids of all the Tenders received and opened.

20.2 Negotiations if required will be called for. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

20.3 Selection of Tenderer among the lowest & equally quoted tenderer will be in the following orders:
   a) The turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

21.0 Process to be Confidential.

21.1 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderer or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.

21.2 No Tenderer shall contact the Registrar or any authority concerned with finalization of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Registrar, he should do so in writing.

21.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.
F. AWARD OF CONTRACT

22.0 Award Criteria

22.1 The Registrar or his nominee will award the contract on approval of the tender by Competent authority.

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

23.0 Notification of Award and Signing of Agreement.

23.1 The Tenderer whose Tender has been accepted will be notified of the award of the work prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called “Letter of Acceptance”) will indicate the sum that the Institution will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Amount”).

23.2 When a tender is accepted, the concerned tenderer shall attend the office of the Registrar on the date fixed in the Letter of acceptance. Upon intimation being given by the Registrar, of acceptance of his tender, the tenderer shall make payment of balance E.M.D., and additional security deposit wherever needed by way of Demand Draft only. Failure to attend the Registrar’s office on the date fixed, in the written intimation, to enter into the required agreement shall entail forfeiture of the Earnest Money deposited. The written agreement to be entered into between the contractor and the Institution shall be the foundation of the rights and obligations of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contract.

23.3 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for blacklisting the tenderer.

24.0 Corrupt or Fraudulent Practices

24.1 The Institution requires that the bidders / suppliers / contractors under Institution financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

(a) Institution define for the purposes of the provision, the terms set forth below as follows:

(i) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a Institution official in procurement process or in contract execution: and

(ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the institution and includes collusive practice among
Tenderer (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the institution of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Institution Contract.

(d) Furthermore, Tenderer shall be aware of the provisions stated in the General Conditions of Contract.

25.0 Rights of the Institution

25.1 The management of the Institution reserves the right to reject any or all of the tenders, without assigning any reason whatsoever.

25.2 In the event of any dispute regarding any of the tender conditions, the decision of the management shall be final.
TENDER

(To be submitted along with hard copies of work done certificates)

Date: ..............

To
The Registrar,
IIIT-H Gachibowli,
Hyderabad-500 019

Sir,

I / We do hereby tender and if this tender be accepted, undertake to execute the following work viz.. Electrical works and UPS works for UPS consolidation in all campus buildings except Vindhya in the Premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032.

as described in the specifications available in the tender and also in the office of the Registrar, Hyderabad with such variations by way of alterations or additions to, and omissions from the said works and method of payment as provided for in the “conditions of the contract” for the sum as quoted in the tender or such other sum as may be arrived under the clause of the standard preliminary specifications relating to “Payment on lump-sum basis or by final measurement at unit rates”

I/WE have also quoted the rates in Schedule ‘A’, annexed (in words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measured quantities of work.

I/WE have quoted the rates in Schedule ‘A’ both in words & figures. In case of any discrepancy between the rates in words and figures, the rates quoted in words only shall prevail.

I/WE agree to keep the offer in this tender valid a period of THREE months mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Institution.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the A.P.S.S. and the preliminary specifications therein and the A.P.S.S. addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the institution based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

(To be submitted along with hard copies of work done certificates)
I / WE have enclosed crossed D.D.No..........................dated............ for Rs.20,000 /-(Rupees Twenty Thousand only) issued by .........................towards Earnest Money Deposit not to bear any interest.

I/WE shall not assign the contract or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the Engineer-in-Charge shall be limited to (1) Labour contract (2) Material contract (3) Transport contract (4) Engaging specialists for special items of work enjoined in A.P.S.S.

IF MY/OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of TWO months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Institution as security for the due fulfillment of this contract. If upon written intimation to me/us by the Registrar Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Registrar or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in tender conditions, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time wherein due course of post it would be delivered at the address to which it is sent.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualified</th>
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I/WE will employ the following technical staff for supervising the work and will see that technical staff is always at site during working hours, personally checking all items of works and pay extra attention to such works as required special attention (e.g) Reinforced cement concrete work.

<table>
<thead>
<tr>
<th>Name of technical staff proposed to be employed</th>
<th>Qualification.</th>
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I / WE declare that I/WE agree to recover the salaries of the technical staff actually engaged on the work by the institution, from the work bills, if I/We fail to employ technical staff as per the tender condition.
TENDERERS / CONTRACTOR’S CERTIFICATE.

1. I/WE hereby declare that I/We have perused in detail and examined closely the Andhra Pradesh Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the Institution.

2. I/WE certify that I/We have inspected the site of the work before quoting my rates, I /We have satisfied about the quality, availability and transport facilities for all the materials.

3. I/WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

4. I/WE hereby declare that I/We will pay an additional security deposit in terms of conditions, the difference between 85% of ECV and my/our tender amount, in case if my / our offer is less than 15% as per clause 3.6.

5. I/WE hereby declare that I am/We are accepting for the defect liability period as 24 months instead of 3 Months under clause 28 of APSS.

6. a) I/WE declare that I/WE will procure the required construction materials including earth and use for the work after approval of the Engineer-in-Charge. The responsibility for arranging and obtaining the land for borrowing or exploitation in any other way shall rest with me/us for the materials for construction, I/WE shall ensure smooth and un-interrupted supply of materials.

   b) I/WE declare that the responsibility for arranging and obtaining the land for disposal of spoil/soil not useful for construction purposes shall rest with me/us.

   c) I/WE declare that I/WE shall not claim any compensation or any payment for the land so arranged for disposal of soil and the land for borrow area. My/our quoted rates are inclusive of the land so arranged and I/We will hand over the land so arranged for disposal of soil to the Institution after completion of work.

7. I/WE declare that I/WE will execute the work as per the mile stone program, and if I/WE fail to complete the work as per the mile stone program I abide by the condition to the payment of penalty recover liquidated damages as per the tender conditions.

8. I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.
DECLARATION OF THE TENDERER

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

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

Address of the Tenderer:

Phone No.:
Fax No.:

Signature of the Tenderer

Note: If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a Institution it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering Institution may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.
CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:
   1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Engineers-in-charge will provide instructions clarifying queries about the conditions of Contract.

   1.2 The documents forming the Contract shall be interpreted in the following order of priority:

   1) Agreement
   2) Letter of Acceptance, notice to proceed with the works
   3) Conditions of contract
   4) Specifications
   5) Drawings
   6) Bill of quantities (Price-bid)
   7) Any other document listed as forming part of the Contract

2. Engineer-in-Charge's Decisions:
   2.1 Except where otherwise specifically stated, the Engineer-in-charge will decide the contractual matters between the institution and the Contractor in the role representing the Institution.

3. Delegation:
   3.1 The Engineer-in-charge may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:
   4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

5. Sub-contracting:
   5.1 If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing tenders itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Tender Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

6. Other Contractors:
   6.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the institution. The Contractor shall also provide facilities and services for them as directed by the Engineer-in-charge.
7. Personnel:
7.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-charge. The Engineer-in-charge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2 Schedule of Key Personnel:
The successful tenderer shall have to employ the following technical staff on full time basis to be available at site.

1) 1 No. Project Manager with 10 years’ experience for B. Tech or 15 years' experience for Diploma holders.

2) 1- Nos.(MEP) Graduate Engineers with 5 years’ experience

7.3. Employment of technical personnel shall be with reference to the estimate cost of work put to tender.

7.4 The appointment of technical staff shall be on full time basis.
The Technical staff shall be available at work site for supervising the work including quality checking of all items from time to time. Failure to employ the required technical personnel by the contractor, amounts will be recovered at the following rates from the contractor:

1. Project Manager: - Rs.35,000/- per month.

2. Engineer: - Rs.25,000/- per month

7.5 The Engineer-in-charge is the sole judge (a) to decide whether qualified technical staff is actually supervising the work and (b) to decide the actual period of absence of such staff which requires the above recovery to be enforced and his decision is final and binding on the contractor.

7.6 The technical agents appointed by the contractor shall have to maintain properly all the records required by the institution under safe custody at site, like checklists, calibration registers/records, Quality Test Registers, Test reports file, site order book, etc. and make signatures at appropriate places towards proof of verifications, conduction of tests, compliance to instructions etc.

7.7 The technical personnel should be on full time and available at site whenever required by Engineer in Charge to take instructions.

7.8 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.

7.9 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

7.10 If the Engineer-in-charge asks the Contractor to remove a person who is a member of Contractor’s staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.
8 Contractor's Risks:
8.1 All risks of loss or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

9 Insurance of the works:

The contractor shall within 5 days from the date of commencement of the work insurance the works at his cost and keep them insured until one month after works are taken over by the employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurers generally provided cover in a CONTRACTOR’S ALL RISK POLICY, with names of the employer and contractor for the full amount of the contract. The contractor shall deposit the policy and receipts for the premium paid with the institution. In default of the contractor insuring as provided above, the employer or the institution on his behalf may take the policy and the amount paid towards the policy will be recovered from the amount become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the fine or other such risk had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire or other such risk shall be entitled to such extension of time for completion as decided by the institution.

10. Provident Fund Registration and ESI

10.1 CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.: The Contractor shall include in the Contract Price all expenses necessary to meet its obligations for making contributions toward employee benefits funds (Such as provident fund, ESI benefits, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities, the Project Manager and the Client whenever called for. The Contractor must register with concerned provident fund authority within 10 days from the date of signing the agreement, if not done earlier.

11 Site Inspections:
11.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his percentage including quarrying, conveyance and all other charges like seigniorage etc.

11.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor’s quoted rate will be inclusive of land cost.

12. Contractor to Construct the Works:
12.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

13.1 Deleted

13.2 No separate payment for bailing out of sub-soils, water drainage or locked up rain water for diversion, shoring, foundations, bailing of pumping water either from excavation soils from foundations or such other incidental will be paid. The percentage to be quoted by the contractor are for the finished item of work in situ and including all the incidental charges. The borrow pits are also to be dewatered by the contractor himself at his expense, if that should be found necessary.

13.3 The work of diversion arrangements should be carefully planned and prepared by the contractor and forwarded to the Executive Engineer technically substantiating the proposals and approval of the Executive Engineer obtained for execution.

13.4 The contractor has to arrange for bailing out water, protection to the work in progress and the portion of works already completed and safety measures for men and materials and all necessary arrangements to complete the work.

13.5 All the arrangements so required should be carried out and maintained at the cost of the contractor and no separate or additional payments is admissible.

13.6 Deleted


14.1 a) Power Supply will be provided by IIIT at one point at site on chargeable basis, further distribution along with Energy meter for usage in Contractor scope.

b) Water supply will be provided by IIIT at one point at site on chargeable basis, further distribution along with Water meter for usage in Contractor scope.

14.2 The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

14.3 The power shall be used for bonafide Institution work only.

14.4 The contractor shall at all times during the currency of the contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and reenactment’s of state or central govt., and other local authorities and any other enactment’s, notification and acts that may be passed in future either by the state or the central institution or local authority including Indian workmen’s compensation Act- 192, Control labour (Regulation and Abolition) Act- 1970, The child labour prohibition and regulation Act-1986 and equal remuneration Act-1976, Factories Act, minimum wage Act- 1948, provident fund regulations, Employees provident fund Act- 1952 schedules made under the same Act. The buildings and other construction workers (Regulation of employment and condition of service) Act- 1996, The Cess Act- 1996 and also applicable labour regulations, health and sanitary arrangement for workmen, insurance and other benefit and shall keep institution indemnified in case any action is commenced by competent authorities for contravention by the contractor.
14.5  The electrical contractor has to keep his license in currency till the work is completed. If the license is suspended during the period in which the work is in progress the contract will be terminated and awarded to some other agency recovering the extra cost if any.

14.6  The materials used in the work should be as per the list of materials enclosed. The institution reserves the right to insist upon using any of the materials from this list of approved materials.

14.7  The work shall be carried out strictly in conformity with (i) code of practice for Electrical wiring and fittings in Institution Buildings, (ii) The Indian standard specification (iii) The Institution specification. If the work carried out does not comply with the code of practice and the Institutional specifications and if the workmanship is unsatisfactory, it will be binding on the contractor to redo the job without any extra cost and pay penalty as decided by the Institution towards inconvenience caused if any.

14.8  The work should be carried out under the direct supervision of persons holding a certificate of competency for the type of work involved.

14.9  After completion of work a plan of building installation should be prepared and furnished indicating the location of various main and sub boards and also the fittings together with a circuit diagram duly numbered (in the diagram). The final bill will not be paid till the above plan and the diagram is submitted and approved after verification. Such completion drawings shall be signed by the licenced electrical contractor through whom the work is executed.

14.10 Lugs should be provided for all earth connections.

14.11 The contractor himself should arrange for the transportation of men and materials to the work spot.

14.12  Deleted

14.13 On completion of the Electrical Installation a certificate shall be furnished by the Contractor countersigned by a licensed supervisor, that under direct supervision the installation was carried out. This certificate shall be in the prescribed from as required by the local supply authority. The contractor shall be responsible for getting the Electrical Installation inspected and approved by the local authority concerned.

14.14 The contractor shall pay for any inspection fees and for permits required for the installation of the work wherever necessary. The institution shall arrange only for payment of service connection charges and any other security deposit for getting electrical supply. On completion of the work, the contractor shall obtain and deliver to the Registrar, IIIT, Gachibowli, Hyd, certificates of final inspection and approval by the local Electric Authority as may require. The institution shall have full powers to test the materials or work to be tested by an independent agency at the Electrical contractor’s expense in order to prove their soundness and adequacy.

14.15 Contractor shall provide everything necessary for the proper execution of works according to the intent and meaning of the drawings, specifications, schedule of quantities. Any discrepancy in the documents shall be brought to the notice of
the Registrar, IIIT, Gachibowli, Hyd and got clarified prior to taking up the installation.

14.16 Materials and Workmanship:
All materials and workmanship shall confirm to the specifications/makes, relevant IS standards and code of practice and comply with TSSEB/CEIG requirements as the case may be. Any work that is not up to the standards shall be dismantled and reconstructed by the contractor to the satisfaction of the Institution.

15. **Monsoon Damages:**
15.1 Damages due to rain or flood either in cutting or in banks shall have to be made good by the contractor till the work is handed over to the Institution. The responsibility of de-silting and making good the damages due to rain or flood rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

16. **The works to be completed by the Intended Completion Date:**
16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete the work by the Intended Completion Date.

17. **Safety:**
17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. **Discoveries:**
18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Registrar, IIIT, Gachibowli, Hyd. The Contractor is to notify the Engineer-in-charge of such discoveries and carry out the Engineer-in-Charge’s instructions for dealing with them.

19. **Possession of the Site.**
19.1 The Institution shall give possession of the site to the Contractor. If possession of a part site is given, the Institution will ensure that the part site so handed over is amenable to carry out the work at site by the Contractor.

20. **Access to the Site:**
20.1 The Contractor shall provide the Engineer-in-Charge and any person authorised by the Engineer-in-Charge, access to the site and to any place where the work, in connection with the Contract, is being carried out or is intended to be carried out.

21. **Instructions:**
21.1 The Contractor shall carry out all instructions of the Engineer-in-charge and comply with all the applicable local laws where the Site is located.

22. **Settlement of disputes:**
22.1 If any dispute or difference of any kind whatsoever arises between the Registrar, IIIT, Gachibowli, Hyderabad and the Contractor in connection with, or arising out of the Contract, 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 Engineer-in-charge who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon
receipt of the written notice of the decision of the Engineer-in-Charge the Contractor shall promptly proceed without delay to comply with such notice of decision.

22.2 If the Engineer-in-Charge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Engineer-in-Charge, the Contractor may within thirty days after receiving the notice of decision appeal to the Institution which shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Institution shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Institution in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Institution has given written notice of his decision to the Contractor and no claim to arbitration has been communicated to him by the Contractor within a period of thirty days from receipt of such notice, the said decision shall remain final and binding upon the Contractor. If the Institution fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days, as the case may be, require that the matter or matters in dispute be referred to arbitration as detailed below: -

**SETTLEMENT OF CLAIMS:**

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

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

- Claims up to a value of Rupees 10,000/-
- Claims above Rs.10,000/- and up to Rupees 50,000/-. (Registrar, IIIT, Gachibowli, Hyd, [of the same institutions])

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

The arbitrator shall state his reasons in passing the award.

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

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

The contractor shall make a reference for adjudication under this clause within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment whichever is earlier.
B. TIME FOR COMPLETION

23. Program:

23.1 The total period of completion is **2 months** from the date of handing over of site to proceed including rainy season, and the contractor should take over the site within 7 Days from the date of concluding the agreement.

23.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, the rate of progress and the dates for the whole work and its several parts as per milestones. Time is the essence of the contract. The rate of progress and proportionate value of work done from time to time as will be indicated by the Engineer-in-charge’s Certificate for the value of work done and completion of milestones will be required.

23.3 The following rate of progress will be required to be maintained by the contractor as a minimum. The start date of this work is the date of handing over of site and the contractor should take over the site within 7 Days from the date of concluding the agreement. Contractor may give a separate time schedule for the completion of the whole work and the consideration will be given for accelerated program. It is imperative that the work progress shall be ahead of the rate of progress given below.

**Milestone dates:**

<table>
<thead>
<tr>
<th>Physical stage of work to be completed</th>
<th>Period from the date of signing the agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone – I: Mobilization of Men &amp; Materials</td>
<td>07 days from start date</td>
</tr>
<tr>
<td>Milestone – II: All Cabling works</td>
<td>20 days after Mile Stone-I</td>
</tr>
<tr>
<td>Milestone–III: Inatallation of Parallel panel, UPS’es etc</td>
<td>20 days from Mile Stone-II</td>
</tr>
<tr>
<td>Milestone–IV: Testing and Commissioning, Handing over documents</td>
<td>13 days from Mile Stone-III</td>
</tr>
</tbody>
</table>

23.4 Detailed program in terms of collection of necessary materials and labour and in terms of finished items of work, to confirmation of the above rate of progress shall be prepared by the contractor and got approved by the Engineer-in-charge concerned and which shall be strictly adhered to.

23.5 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them. Work program of achieving of milestones (statement) should be submitted from time to time.

23.6 The contractor shall commence the works on site as specified under condition 24.1 and after the receipt by him of a written order to this effect from the Registrar and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Registrar or his nominee or be wholly beyond the contractor’s control.
23.7 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the Registrar or his nominee will, with the Engineer-in-charge’s written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the program if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Registrar or his nominee, may and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the aid program or proposals as the case maybe ; if the contractor suffers delay or incurs cost from failure on the part of the Registrar or his nominee to give possession in accordance with the terms of this clause, the Registrar or his nominee shall grant an extension of time for the completion of works.

23.8 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed, in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

23.9 Delays and extension of time:
No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the Engineer-in-charge or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the Engineer-in-charge, are undoubtedly beyond the control of the contractor. The Engineer-in-charge shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty-five per cent in excess or the actual working period so lost.

In the event of the Engineer-in-charge failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Registrar whose decision will be final and binding. The contractor shall lodge in writing with the Engineer-in-charge, a statement of claim for any delay or hindrance referred to above, within 7days from its commencement, otherwise no extension of time will be allowed.

Whenever authorized alterations or additions made during the progress of the work are of such a nature in the opinion of the Engineer-in-charge as to justify an extension of time in consequence thereof, such extension will be granted in writing by the Engineer-in-charge or other competent authority when ordering such alterations or additions
24. **Construction Program:**

24.1 The Contractor shall furnish within 7 days of the order of the work a program showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and in keeping with the Milestone program specified and shall obtain the approval of the Engineer-in-charge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Engineer-in-charge. No revised program shall be operative without approval of Engineer-in-charge.

24.2 The Registrar shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Registrar within 7 days of the Engineer-in-charge’s direction to alter the order of progress of works.

24.3 The Contractor shall give written notice to the Engineer-in-Charge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

25. **Speed of Work:**

25.1 The Contractor shall at all times maintain the progress of work to confirm to the latest operative progress schedule approved by the Engineer-in-Charge. The contractor should furnish progress report indicating the program and progress once 7 days The Engineer-in-Charge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Engineer-in-Charge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Engineer-in-Charge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

25.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Engineer-in-Charge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions, the Contractor is neglecting or delaying the progress of the work as defined by the “Rate of progress” in the Articles of Agreement, he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time thereafter, be lawful for the Engineer-in-Charge to take suitable action in accordance with Clause.60 of APSS.
26. Suspension of works by the Contractor:
26.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Engineer-in-Charge, or in the opinion of the Engineer-in-Charge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in clause 27 of the APSS, the Engineer-in-Charge shall take action in accordance with Clause 61 of APSS.
26.2 If the Contractor stops work for 28 days and the Stoppage has not been authorized by the Engineer-in-Charge the Contract will be terminated under Clause 61 of APSS.
26.3 If the Contractor has delayed the completion of works the Contract will be terminated under Clause 61 of APSS.

27. Extension of the Intended Completion Date:
27.1 The Engineer-in-charge shall recommend for extension to the Registrar, in accordance with the delegation of powers in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
27.2 The Registrar shall decide whether and by how much to extend the Intended Completion Date within 7 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer-in-Charge:
28.1 The Registrar may instruct the Contractor to delay the start or progress of any activity within the Work.

29. Early Warning:
29.1 The contractor is to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.
29.2 The Contractor shall co-operate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Registrar.

30. Management Meetings:
30.1 The Registrar may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the program for remaining work and to deal with matters raised in accordance with the early warning procedure.
C. QUALITY CONTROL

31. **Identifying Defects:**
31.1 The Engineer-in-Charge shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Engineer-in-Charge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

32. **Tests:**
32.1 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

33. **Correction of Defects:**
33.1 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defect liability period shall be extended for as long as defects remain to be corrected by the Contractor.
33.2 Every time notice of a Defect is given; the Contractor shall correct the notified defect within the length of time specified by the Engineer-in-Charge’s notice.

34. **Uncorrected Defects:**
34.1 If the contractor has not corrected the defect within the time specified in the Engineer-in-Charge’s notice, the Engineer-in-Charge will assess the cost of having the defect corrected and the contractor will pay this amount.
34.2 The Engineer-in-Charge shall introduce O.K. cards and prescribed the formats there of. O.K. cards shall relate to all major components of the work. The contractor / his authorized representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items and send to the quality control staff for final check and clearance / O.K. Any defects pointed out by the construction supervision staff or by the Quality Control staff shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.
34.3 The Engineer-in-Charge may also introduce checklists, which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control engineers.

35.4 **Quality policy:**
35.4.1 The quality of construction shall be of highest standards.

The materials, equipment, tools and plants and workmanship should be of high standards and acceptable quality conforming to the specifications.

The contractor attention is directed to the requirements of materials under the clause “Materials and Workmanship” in the preliminary specifications of APSS. Materials conforming to the latest relevant I.S. Specifications and other approved Codes and Specifications shall be used on the work.
35.4.2 **Quality plan:**

The contractor shall draw quality plan based on the Quality Management System of ISO 9001-2000 and submit the same to the Executive Engineer IIIT, Gachibowli before starting the work for his approval.

Quality plan for raw materials/ construction materials/ finished products/works:

It shall be responsibility of the contractor to arrange for testing of all materials procured for the works under such consignment or at regular intervals as may be specified in APSS at his cost and only after the engineer is satisfied fully with the test results the materials of those consignments will be allowed to be utilized on the work. The contractor shall maintain a record of test results which shall be made available to the engineers for the inspection.

The contractor shall collect various raw materials; construction materials well in advance before its use and shall get them tested as per the approved quality plan. No material shall be used unless it passes all the check/tests as per the acceptance criteria given and a record of all checks/tests/ verifications shall be maintained at site.

All the materials used in the works including electrical, Sanitary and water supply works should be as per the list of approved materials, makes and models as enclosed. The institution reserves the right to insist upon using any of the materials from these lists of approved materials.

For all fittings of electrical, sanitary and water supply items, fixtures to doors and windows, supply of steel windows and flush wood doors, paints etc., the product marked ISI should be used and shall be of reputed and approved brand/make.

Tests required to be conducted at outside laboratories shall be done at those labs which have availability of required instruments traceable to national standards and which are approved make by the Engineer-In-Charge. Reports obtained from such labs should indicate the calibration status and traceability to national standards of their equipments for accepting the results.

35.4.3 **Quality control:**

Establishment of Quality Control Laboratory: The contractor shall establish a quality control laboratory, at the site of work, equipped with calibrated equipment (as per list given below) to perform field tests, batch wise, for various materials, then and there itself, as per quality plan and standards or tie up with the reputed and well established quality control testing laboratories as suggested/approved by the institution /IIIT, Hyderabad.

All Material Test Certificates need to be submitted before Execution of work. And, They should be submitted during the time of R.A bill payment.
35.4.4 Quality Registers

The contractor shall maintain the Quality Test Registers at site in the format specified and record therein the results of all the tests conducted. The relevant reports of the tests conducted shall be maintained in a separate file.

Return of Site documents:

All the site records/documents mentioned therein shall be returned to the Engineer-in-charge in full shape after the satisfactory completion of the work.

35.4.5 Quality Control Inspections:

In addition to the normal inspections by the regular staff in charge of the construction of work, periodical inspection by the Registrar or his nominees, the work will also be inspected by the Architects and Project Management consultants for this project and any other authorized external quality control agencies. If any sub-standard materials, work or workmanship is noticed, action will be taken based on their observations and these will be affected by the Engineer-in-charge of the execution of the work.

35.4.6 Quality Audit:

The Institution may engage external agencies for conducting quality audit in which case the following methodology would be adopted:

i) The external agencies shall conduct quality control tests as per the standard procedures in the presence of Construction and Quality Control Engineers and the Contractor.

ii) The observations of the external agencies on the quality of work should be recorded then and there and signatures of all the concerned obtained as a token of acceptance of the observations.

iii) If any sub-standard materials, work or workmanship is noticed, action will be taken based on their observations and these will be affected by the Engineer-in-charge of the execution of the work.
D. COST CONTROL

36. Bill of Quantities:
36.1 The Bill of Quantities shall contain items for the construction work to be done by the Contractor.
36.2 The Contractor is paid for the quantity of the work done at the agreement rate in the Bill of Quantities for each item.

37. Supplemental items:
37.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
37.2 The payment of rates for such supplemental items of work will be regulated as under;

- Supplemental items directly deducible from similar items in the original agreement.

37.2.1 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials, labour between the new items and similar items in the agreement worked out with reference to the Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted.

37.2.1.1 (a) Similar items but the rates of which cannot be directly deduced from the original agreement.
   (b) Purely new items which do not correspond to any item in the agreement.

37.2.2 The rates of all such items shall be Estimated Rates.

38. Extra Items:
38.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute all extra items of work not found in the agreement as directed by the Engineer-in-Charge. The rates for extra items shall be worked out by the Engineer-in-Charge as per the conditions of the Contract and the same are binding on the Contractor.
38.2 The contractor shall before the 15th day of each month, submit in writing to the Engineer-in-charge a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

38.3 Entrustment of additional items:
38.3.1 Wherever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of competent authority shall be obtained. Entrustment of such items on nomination shall be the estimated rates or agreement rates/agreement rates.

38.3.2 Entrustment of the additional items contingent on the main work will be authorized by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the rates for such items shall be worked out in accordance with the procedure - For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates/agreement rates.
38.3.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Registrar who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of competent authority.

39  **Cash flow forecasts:**
39.1 When the program is updated, the contractor is to provide the Engineer-in-charge with an updated cash flow forecast.

40  **Payment Certificates:**
40.1 The Contractor shall submit to the Engineer-in-charge monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

40.2 The Engineer-in-charge shall check the Contractor’s monthly statement within 14 days.

40.3 The value of work executed shall be determined by the Engineer-in-charge.

40.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

40.5 The Engineer-in-charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41  **Payments:**

**PROCEDURE - I**

41.1 Payment for the work done by the contractor will be made for the finished item of work based on the measurements recorded in measurement books by concerned officer of the Institution not lower in rank than a Assistant Engineer/AEE and check measured by concerned officer not lower in rank than a Deputy Executive Engineer. The minimum part bills should not be less than 6 lakhs. The measurement shall be recorded at various stages of the work done and also after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements, the particulars of measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor’s authorized agent is also not available at site when the institution decides to suspend the work recording of measurements in the absence of the contractor or his authorized representative, the institution shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Institution cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorized agent and check measure them even in the absence of the contractor.

(OR)
PROCEDURE II

Application and format of the computerized M.B.

(1) In works of estimated cost put to tender of Rs. 20 lakhs and above, approving authority, the conventional Measurement Books shall be replaced by a bound volume of computerized measurements to be furnished by the contractor, duly machine numbered for the pages, and with the Measurement Book number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Computerized Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerized Measurement Books shall be maintained in a separate Register in the prescribed form.

(2) The same format as in the existing Measurement Books shall be used for the Computerized Measurement Books. The Measurements shall be carried forward from the previous recorded measurements as per the existing procedure.

(3) These measurement books will be retained by the Institution and will be the property of the Institution, IIIT, Hyd.

Mode of measurements:

1. The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Institution. All entries shall be made exactly as per the existing procedures.

2. These measurements shall then be 100% checked by the Assistant Engineer/Assistant Executive Engineer. If Assistant Engineer/Assistant Executive Engineer is not available, the Deputy Executive Engineer shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the institution the corrected computerized measurements in the form of a book, duly hard bound in red color on the lines of the conventional Measurement Books now in use, and with its pages machine numbered.

3. The Deputy Executive Engineer and the Executive Engineer shall test check these computerized measurements as per the existing instructions. This book shall be treated as a Computerized Measurement Book.

4. The Assistant Engineer/Assistant Executive Engineer, Deputy Executive Engineer and the Executive Engineer shall record the necessary certificates for their checks as per the existing procedure in this Computerized Measurement Books.

5. The Computerized Measurement Books shall be allotted a serial number as per the Register of Computerized Measurement Books, separately.
Cutting or over-writing in the computerized Measurement Books not allowed.

(1) The Computerized Measurement Books given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing without any loose sheets.

(2) It is the responsibility of the Assistant Engineer/Assistant Executive Engineer or the Deputy Executive Engineer as the case may be to ensure that the checks and tests checks done by them in the initial draft measurements are correctly incorporated in the Computerized Measurement Books before they record their certificates.

(3) In case of any error, the Computerized Measurement Books shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment.

(4) The contractor shall submit as many copies of Computerized Measurement Books as may be required, and as are specified in the NIT/contract, for the purpose of reference and record in the various offices of the IIIT, Gachibowli

Computerized bill to be submitted by the contractor

(1) The contractor shall submit his running and final bills in a computerized form in the same format as the existing conventional bills, with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure.

(2) The contractor shall submit as many copies of the computerized bills as required for the purpose of reference and record in the various offices of the institution.

(3) The bill shall be carried forward from the previous running account bills as per the existing procedure.

(4) These computerized bills shall be processed by the various offices for payment, as per the existing procedure.

Review of Measurement Books

(1) The MBs are required to be reviewed by the Divisional Accounts Officer under the supervision of Executive Engineer. The Deputy Executive Engineers are required to submit the Measurement Books in use in the Sub-Divisions to the Divisional Office, from time to time, so that at least once a year the entries recorded in each of the Books are subjected to a percentage check. The Divisional Accounts Officer should ensure that this annual review is conducted regularly and positively every year.

(2) The review by the Divisional Accounts Officer shall be in the following respects:-

i) To compare the books in use with the Register of Measurement Books maintained in prescribed form and to note necessary corrections in the Register.

ii) To see that no original sheet is torn out of a Measurement Book, nor any entry erased or disfigured, and that the corrections made therein are initialed.

iii) To see that pencil entries are not inked over.
iv) To test check the accuracy or calculations, and to ensure that the instructions regarding writing of Measurement Books, recording of measurements, and their test check are being followed properly.

(3) On receipt of the MBs in the Divisional office, the Executive Engineer should indicate in column 2 of the “Review Notes” in each Measurement Book as referred to in para (5) below as to which of the calculations are to be test checked by the Divisional Accounts Officer. The extent of this check will be determined by the Executive Engineer having regard to the result of the last review, and should cover complete set of measurements.

(4) Payments based on the entries reviewed should be traced into various accounts and verified. Similarly, supplies or issue of materials should be traced into the various accounts, contractor’s ledger, etc. and verified.

(5) The defects, discrepancies etc., noticed should be communicated to the Deputy Executive Engineer concerned and summarized in the following form in the Measurement Book that has been test audited:

Review notes by Divisional Accounts Officer

<table>
<thead>
<tr>
<th>Pages reviewed generally</th>
<th>Calculations selected by the Divisional Accounts officer for re-check</th>
<th>Defects and discrepancies noticed</th>
<th>Dated initials of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>pages</td>
<td>Dated initials</td>
<td>Divisional Accounts Officer</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(6) The Measurement Book completed and returned for record during the year should also be similarly examined prior to their final record in the Divisional Office.

**Loss of Measurement Books**

(1) When a Measurement Book is lost, an FIR should be lodged with the police.

(2) An immediate report of the case together with an explanation of all parties concerned responsible for the loss should also be made promptly to the Registrar who is empowered to sanction the write off of the lost Measurement Books.

(3) It is also necessary that the measurements in the lost Measurement Books should be re-constructed at the earliest.

**Standard Measurement Books (SMBs)**

1) **Purpose**

The Standard Measurement Books are maintained to record the measurements of permanent standing in a building and are required to be brought up to date from year on the basis of additions, etc. that are made to the building during a year. These are used for preparing the repairs estimates and contractors’ bills for such repairs so as to avoid taking detailed measurements on each occasion.

2) **Preparation and accounting of SMBs**

i) The Standard Measurement Books shall be prepared after the completion of the work by the construction Division that has executed the work. The preparation of these books will ordinarily be undertaken in accordance with
the program for each Sub-Division or such other suitable unit as may be fixed by the Divisional Officer.

ii) All drawings, Standard Measurement Books etc. should be properly documented before handing over the building.

iii) All the Standard Measurement Books should be in the prescribed form and should contain pages in singleton. They should be numbered in an alphabetical series so as to be readily distinguishable from those assigned to ordinary Measurement Books.

iv) These will be accounted for in the same manner as ordinary Measurement Books in a register in prescribed form.

v) A similar register will be maintained in each Sub-Division showing the book belonging to it and reviewed as done in case of the ordinary Measurement Books.

2) Writing of Standard Measurement Books

i) The Standard Measurement Books should be written legibly in ink and certified as correct by the Executive Engineer. These should be maintained very carefully and accurately, as they may have to be produced as evidence in a Court of Law.

ii) The Standard Measurement Books should either be written by the Deputy Executive Engineer himself or a Assistants Engineer/Assistant Executive Engineer under his orders. Each set of measurements taken by the Assistant Engineer/Assistant Executive Engineer should, however, be fully checked by the Deputy Executive Engineer, after which it should be examined by the Executive Engineer. He should declare in writing in the Book itself as finally approved by him for the purposes of preparing annual repair estimates and contractors’ bills for the work done. Until this is done, the Book will not be assigned a number, and will not be entered in the Register of Standard Measurement Books.

iii) The Standard Measurement Books shall be brought up to date under the supervision of the Deputy Executive Engineer with reference to the building or work concerned within one month of closing of the accounts of the estimate thereof. All such corrections shall be attested by the Deputy Executive Engineer and approved by the Executive Engineer.

3) Computerized SMBs

The Standard Measurement Books can also be in the Computerized Measurement Book form and shall fully correspond with the final computerized measurements for the various items as recorded in the Computerized Measurement Book used during the construction stage.

4) Check by superior officers

i) The Executive Engineer shall check the compilation Standard Measurement Books from time to time by personally examining each book at least once a year. To this end, the program of work should ordinarily be as follows:

a) Soon after the close of the official year as possible, the Deputy Executive Engineer concerned shall arrange for a personal examination of these books with a view to satisfying himself that they
have been brought up to date with reference to the additions, alterations or special repairs carried out in the building or works during the preceding year, and ensuring their submission on such dates as may be fixed for the purpose for the inspection of the Divisional Officer.

b) On receipt in the Division Office, the Books will be compared with the Register of Standard Measurement Books in order to ensure that all the Books have been submitted for inspection. These shall then be subjected to such scrutiny as the Divisional Officer may direct. A comparison of these Books with the accounts of expenditure and the record of connected measurements relating to estimates for additions/alterations or special repairs to building and works in the Division should, however, form a feature of the check to be applied.

ii) A record of the results of the scrutiny referred to above should invariably be retained and produced, if required, during the inspection of Registrar/Audit/Accounts Officer.

5) Submission of certificates

i) A report should be made to the Executive Engineer, so as to reach him not later than the 31st July of each year, with copy endorsed to the concerned Accounts Officer, certifying in clear terms:

a) That all the Standard Measurement Books of the Division have been inspected by the Executive Engineer.
b) That the entries made therein have not been tampered with
c) That all corrections due to additions or alterations to the building or work concerned have been carried out, and,
d) That the Books are reliable with up-to-date records.

ii) When a payment is based on Standard Measurements, the following certificate should invariably be recorded on the bill, in his own handwriting, by the Deputy Executive Engineer preparing, examining or verifying it:

"Certified that the whole of the work billed for herein has been actually done, and that no portion thereof has been previously billed for in any shape."

41.2 Payments and Certificates:

41.2.1 Initially 60% of the bill amount received will be paid within 10 days of the receipt of the bill. In case of balance 40% payment will be made within (30 days) of the receipt of the bill, duly taking into account the amount to be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfillment of the contract. Payment will be made to the Contractor under the certificate to be issued at reasonably frequent intervals by the Engineer-in-Charge, and intermediate payment will be the sum equal to 92½% of the value of work done as so certified and balance of 7½% will be withheld and retained as security for the due fulfillment of the contract under the certificate to be issued by the Engineer-in-Charge. On completion of the entire works the contractor will receive the final payment of sum of equal to 92½% of the total value of the work done.

41.2.2 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract, or Contract conditions etc.,
such unauthorized payment will be deducted in the subsequent bills or final bill for
the work or from the bills under any other contracts with the Institution or at any
time thereafter from the deposits available with the Institution.

41.2.3 Any recovery or recoveries advised by the IIIT Gachibowli either state or central,
due to non-fulfillment of any contract entered into with them by the contractor
shall be recovered from any bill or deposits of the contractor.

41.2.4 No claim shall be entertained, if the same is not represented in writing to the
Engineer-in-Charge within 15 days of its occurrence.

41.2.5 The contractor is not eligible for any compensation for inevitable delay in handing
over the site or for any other reason. In such case, suitable extensions of time
will be granted after considering the merits of the case.

41.3 Intermediate Payments:
41.3.1 For intermediate Stage of work, only part rates as fixed by the Engineer-in-
Charge will be paid.

41.3.2 Part rates shall be worked out for the work done portion based on the actual
operations involved keeping in view the value of the balance work to be done, to
avoid unintended benefit to the Contractor in initial Stage.

41.3.3 Full rate shall be paid when the work is completed to the full profile as noted in
the drawings.

41.3.4 Where payment is intended for aggregates by Bill of Quantities item based on
stack measurements, 10% of the quantity measured will be withheld. No
payment or advance will be made for unfixed materials when the rates are for
finished work in site.

41.3.5 The contractor shall supply hard copies of as built drawings drawn to scale in 5
sets along with soft copy within 28 days of the issue of certificate of completion of
work failing which an amount of Rs.2.00 lakhs will be withheld from the amounts
due to the contractor.

<table>
<thead>
<tr>
<th>Nature of contract</th>
<th>Class of bill</th>
<th>Amount of payment</th>
<th>Nature of Deduction</th>
<th>Refund or deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Piece work contract</td>
<td>Intermediary Bill</td>
<td>(i) Total value of work done, if it is less than 20 times earnest money. (ii) Total value of work done less amount if any withheld for proper maintenance (L.S.) Contract.</td>
<td>5% of value of work in excess of 20 times earnest money to be held as security. To be credited to deposit only for the withheld amount excess Rs. 500/- A suitable amount at the discretion of the Engineer for the proper maintenance.</td>
<td>To be refunded after final bill or deposit as stated in, otherwise to be refund in the final bill itself. To be refunded after expiry of the maintenance period of three months.</td>
</tr>
<tr>
<td>-do-</td>
<td>Final Bill</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L.S. contract (supply of materials only)</td>
<td>Intermediary Bill</td>
<td>90% of the value of work</td>
<td>10% of value towards security.</td>
<td>Nil</td>
</tr>
<tr>
<td></td>
<td>Final Bill</td>
<td>Total value of work done</td>
<td></td>
<td>The 10% value withheld towards security to be refunded after expiry of Guarantee period.</td>
</tr>
</tbody>
</table>
42. **Recovery towards useful materials like earth, stone etc recovered from earthwork excavation:**

Recovery shall be made from the bills payable to the contractor towards the value of useful materials like sand, stone, clay, ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, either useful for reuse on the work or elsewhere. The recovery will be made based on the rates of Schedule of Rates adopted while preparing the estimate.

43 **Interest on Money due to the Contractor:**

43.1 No omission by the Engineer-in-Charge or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

44 **Certificate of Completion of works:**

44.1 Certificate of Completion of works:

44.1.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer-in-Charge accompanied by an undertaking to carryout any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Engineer-in-Charge to issue a Certificate of completion in respect of the Works. The Engineer-in-Charge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Engineer-in-Charge’s opinion, required to be done by the Contractor before the issue of such Certificate. The Engineer-in-Charge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Engineer-in-Charge of the Works so specified and making good of any defects so notified.

<table>
<thead>
<tr>
<th>L.S. contract (Supply of materials and constructions)</th>
<th>Interim Bill</th>
<th>92 ½% of value of work done.</th>
<th>7½% of value towards security.</th>
<th>Nil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Bill</td>
<td>92 ½% of value of work done less amount if any with held for proper maintenance/rectifications.</td>
<td>7½% of value towards security.</td>
<td>1)5% out of 7½% so far collected from bills to be refunded on completion of the whole works.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2)Balance 2 ½% to be refunded on expiry of defects liability period or on rectification of any defects that appears during the defects liability period which ever happens latter.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3)The E.M.D. collected at the time of entering into agreement is also returnable along with item (2) above.</td>
</tr>
</tbody>
</table>
44.1.2 Similarly, the Contractor may request and the Engineer-in-Charge shall issue a Certificate of Completion in respect of:

a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer-in-Charge and occupied or used by the Institution, IIIT, Gachibowli.

44.1.3 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer-in-Charge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

45 Taxes:
45.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes except GST.
45.2 GST will be paid extra/separately.
45.3 Any Central or State sales and other taxes on completed items of works of this contract as may be levied and paid by the contractor are to be borne by himself / herself.

46 Price Adjustment: No price adjustment will be allowed

47 Retention:
47.1 The institution shall retain from each payment due to the contractor @ the rate of 7.5% of bill amount until completion of the whole of the works in additions to 2.5% paid at the time of agreement as EMD in shape of DD, thus total (7.5%+2.5%) 10% will be retained under deposit for a period of 12 months as defect liability period.

47.2 a) On completing of the whole work 5% of the deposit amount will be released along with final bill.
b) Remaining 5% of the deposit along with the 5% furnished as above, will be releases 12 months after completion date of work in all respects. when the Defects Liability Period has passed and the Engineer-in-Charge has certified that all the Defects notified by the Engineer-in-Charge to the Contractor before the end of this period have been corrected i.e. when defect liability.

48 Liquidated Damages:
48.1 If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Registrar too slow to ensure completion by the prescribed time or extended time for completion Registrar shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Registrar may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Registrar under this clause the contractor shall seek the Registrar’s permission to do any work at night or on Sundays, if locally recognized as days of rest, or their locally recognized equivalent, such permission shall not be unreasonably refused.

48.2 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Registrar may without prejudice to any other method of recovery
will deduct for the period of delays subject to a maximum of 10% of the contract value 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.

48.3 The liquidated damages for the whole of the work are as follow:

For milestone 1: Rs 10,000/- Per day
For milestone 2: Rs 10,000/- Per day
For milestone 3: Rs 10,000/- Per day
For milestone 4: Rs 10,000/- Per day

48.4 The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. However if the entire construction work is completed in all respects within the agreement period. The entire liquidated amount recovered from the running bill will be released without any interest.

48.5 In case of failure of any safety rules penalty at Rs.500/- per person will be levied.

49 Mobilization Advance: No mobilization Advance will be paid.

49 Securities:

50 Cost of Repairs:

51.1 Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

51.2 During the period of defects liability the contractor has to engage one work inspector for maintenance of Electrical and UPS works, i.e., for a period of 12 months after the completion of work in all respects.

E. FINISHING OF THE CONTRACT

51 Completion:
52.1 The Contractor shall request the Engineer-in-Charge to issue a Certificate of completion of the Works and the Engineer-in-Charge will do so upon deciding that the work is completed.

52 Taking Over:
53.1 The IIIT Gachibowli, Hyd shall takes over the Site and the Works within seven days of the Engineer-in-Charge issuing a certificate of Completion.

53 Final Account:
54.1 The Contractor shall supply to the Engineer-in-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer-in-Charge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Engineer-in-Charge shall issue within 56 days a schedule that states
the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Engineer-in-Charge shall decide on the amount payable to the Contractor and issue a payment certificate within 56 days of receiving the Contractor's revised account.

54 Termination:

55.1 The Institution may terminate the Contract if the contractor causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following.

a) The Contractor stops work for 15 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Engineer-in-Charge.

b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

c) The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge;

d) The Contractor does not maintain a security which is required and

e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.

f) If the contractor, in the judgment of the Institution has engaged in corrupt or fraudulent practices while competing for or in the execution of the contract.

55.2 The Contractor has contravened Sub-Clause 5 of Conditions of Contract and sublet the work.

h) The Contractor does not adhere to the agreed construction program (Clause 24.1, 24.2, 24.3 of Conditions of Contract) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 31.1) for a period of 15 days.

i) The Contractor fails to carry out the instructions of Engineer-in-Charge within a reasonable time determined by the Engineer-in-Charge.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment to the Institution and includes collusive practice among Tenderer (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Institution of the benefits of free and open competition.

54.6 Notwithstanding the above the Institution may terminate the contract for convenience.

54.7 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured, leave the Site as soon as reasonably possible.

55 Payment upon Termination:

56.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the
work not completed.  Additional Liquidated Damages shall not apply. If the total amount due to the Institution exceeds any payment due to the Contractor the difference shall be a debt payable to the Institution IIIT, Hyd.

56 Property:
57.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Institution if the Contract is terminated because of Contractor’s default.

57 Release from Performance:
58.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Institution or the Contractor the Engineer-in-Charge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out after wards to which commitment was made.

F. SPECIAL CONDITIONS

58 Water Supply:
Water supply will be provided by IIIT at one point at site on chargeable basis, Further distribution along with Water meter for usage in Contractor scope.

60 Electrical Power:
Power Supply will be provided by IIIT at one point at site on chargeable basis, Further distribution along with Energy meter for usage in Contractor scope. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the IIIT, Hyd, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The power shall be used for bonafide IIIT, Hyderabad works only.

60.1 Electric Power for Domestic Supply:
a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the Telangana State Electricity Board from time to time.

c) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the workers camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Engineer-in-Charge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Engineer-in-Charge.
61 Land: Institutional Land (IIIT Hyderabad Campus, Gachibowli)

61.1 Land for Contractor’s use:
The contractor will be permitted to use Institution land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, work-shop or stores and for related activities. The Contractor shall apply to the Institution within a reasonable time after the award of the contract and at least 10 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account.

The Engineer-in-Charge reserves the right to refuse permission for use of any institution land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Institution land given to him.

61.2 Surrender of Occupied Land:
a) The Institution land as here in before mentioned shall be surrendered to the Engineer-in-Charge within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Engineer-in-Charge shall deem necessary and the contractor shall on the receipt of due notice from the Engineer-in-Charge, vacate and surrender the land which the Engineer-in-Charge may certify as no longer required by the Contractor for the purpose of the work.

b) The contractor shall make good to the satisfaction of the Engineer-in-Charge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the Engineer-in-charge on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the Engineer-in-charge. The land required for providing amenities will be given free of cost from Institution lands if available otherwise the contractor shall have to make his own arrangements.

61.3 Contractor not to dispose off Spoil etc.:-
The contractor shall not dispose off or remove except for the purpose of fulfillment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Institution. The Institution may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

62 Roads:
In addition to existing public roads and roads Constructed by Institution, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Engineer-in-Charge. The contractor shall permit the use of these roads by the Institution free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Institution or by other contractors engaged in work for the Institution during the contract period. The contractor shall without charge permit the institution and
such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor’s heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor’s heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

63  Deleted

64  Deleted

65  Labour:
The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor’s staff shall be to the contractor’s account. His quoted percentage shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a written in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information pertaining to Contractor’s Equipment as the Engineer-in-Charge may require.

65.1 Transportation of Labour:
The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted percentage to the work shall include the transportation charges of labour from colonies to work spot and back.

The contractor will at all times duly observe the provisions of employment of children Act XXVI of 198 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the institution from and against all claims, penalties which may be suffered by the institution or any person employed by the institution by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 198 or any enactment or modification of the same.

As per Govt. memo No.721/Gr.(1)/81-5, dt:17.11.87. The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the Engineer-in-charge concerned before commencement of work.
Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the Engineer-in-charge or on his behalf from time to time and at all times.

2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete, sand in quarries and places where the work is done under much wet conditions.

3. Providing protective headwear to workers at places like underground excavations to protect them against rock falls.

4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.

5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.

6. Taking such normal precautions like fencing and lighting in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, marking danger areas for blasting providing whistles etc.

7. Supply work men with proper belts, ropes etc., when working in precarious slopes and heights etc.

8. Avoiding un-insulated electrical wire etc., as they would electrocute the workers.

9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines hoists and similar units are working.

10. Providing security fence around the work site with GI colour coated sheets of min. 20’ height with suitable supports.

COVID 19- PROTOCOLS

a. Declaration form to be filled by every employee.
b. Hand sanitizers to be provided.
c. Body Temperature check with thermometer
d. Nose mask to be provided.
e. Stay in a well-ventilated room with a window that can be opened.
f. Do not share dishes, drinking glasses, cups, eating utensils, towels, bedding or other items with other people.

HOW TO PREVENT SPREADING OF VIRUS AND BE SAFE?

a. Avoid close contact with people who are sick. Maintain at least two-meter distance.
b. Use face mask at work place every time.
c. Don’t touch staircase handle during the usage.
d. Sanitize yours hand, tools and mobile time to time.
e. Install Aarogya setu app in your mobile phone.
f. Avoid touching your eyes, nose, and mouth.
g. Leave site if unhealthy.
h. Cover your cough or sneeze with a tissue, then dispose the tissue safely.
i. Wash your hands often with soap and water for at least 20 seconds, especially after using washroom, before eating, and coughing, or sneezing.
If you have a fever, cough and difficulty in breathing, seek medical attention immediately.

67 Fair Wage Clause:

67.1 The contractor shall pay not less than fair wages to labourers engaged by him on the work.

67.2 “Fair” wages means wages whether for time or piecework notified by the Institution from time in the area in which the work is situated.

67.3 The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborer’s had been directly employed by him.

67.4 In respect of labour directly or indirectly employed in the works for the purpose of the contractor’s part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Institution. He shall maintain his accounts and vouchers on the payment of wages to the labourer’s to the satisfaction of the Engineer-in-charge.

67.5 The Engineer-in-charge shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the laborer’s and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the “fair wages” clause to the workers.

67.6 The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt., from time to time without prejudice to his right to claim indemnity from his sub-contractors.

67.7 As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labourinstitution along with the tender or at the time of agreement.

67.8 Any violation of conditions above shall be deemed to be a breach of his contract.

67.9 Equal wages are to be paid for both men and women if the nature of work is same and similar.

67.10 The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Engineer-in-charge in writing.

68 Indemnity Bond:

The tenderers should submit Indemnity Bond at the time of the Agreement as specified below.

NAME OF WORK: Electrical and UPS works for UPS Consolidation in all campus buildings except Vindhya, Premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032

I ____________________________ contractor S/o. ____________________________
aged ____________________________ Resident of ____________________________

______________________ do hereby bind myself to pay all the claims may come (a) under Workmen’s Compensation Act. 1933 with any statutory modification thereof and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract ie., Failing such payment of claims of workmen engaged in the above
work, I abide in accepting for the recovery of such claims, effected from any of my assets with the IIIT, Gachibowli and with other Institution / Institutions.

69 Compliance with Labour Regulations:
During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Institution or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Institution or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Institution indemnified in case any action is taken against Institution by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Institution is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Institution shall have the right to deduct any money due to the contractor including his amount of performance security. The Institution shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Institution.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Institution at any point of time.

70 Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

(a) Workmen compensation Act 192: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years’ service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.

(c) Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Institution plus workers @ 10% or 8.%. The benefits payable under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F. accumulation on retirement/death etc.,

(d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the
Principal Institution by Law. The Principal Institution is required to take certificate of Registration and the contractor is required to take license from the designated Officer before concluding agreement. The Act is applicable to the establishments or Contractor of Principal Institution if they employ 20 or more contract labour.

(f) Minimum wages Act 1948: The Institution is supposed to pay not less than the Minimum wages fixed by appropriate Institution as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employment.

(g) Payment of wages Act 196: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made form the wages of the workers.

(h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.

(i) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(j) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Institution to 50). The Act provides for laying down rules governing the conditions of employment by the Institution on matters provided in the Act and get the same certified by the designated Authority.

(k) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Institutions. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.


(m) Inter-State Migrant workmen’s (Regulation of Employment & Conditions of service) Act 1979. The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

(n) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who carryon any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Government of the establishment is required to provide safety measures at the Building or construction work and other welfare measures,
such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The government to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Institution.

(o) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(p) Payment of bonus act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8. % of wages and maximum of 20% of wages to employees drawing Rs. 500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and up to Rs.500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Institutions have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

71 Liabilities of the Contractor:
71.1 Accident Relief and workmen compensation:
The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the concerned Asst. Engineer / Asst. Executive Engineer of the Institution the act of such accident. The contractor shall indemnify Institution against all loss or damage sustained by the Institution resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Institution as a consequence of Institution failure to give notice under workmen’s compensation Act or otherwise conform to the provisions of the said Act. in regard to such accident.

71.2 In the event of an accident in respect of which compensation may become payable under the workmen’s compensation Act VIII 2 whether by the contractor, by the Institution it shall be lawful for the Engineer-in-charge to retain such sum of money which may in the opinion of the Engineer-in-charge be sufficient to meet such liability. The opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

71.3 The contractor shall at all times indemnify the Institution against all claims which may be made under the workmen’s compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.
**Contractor's Staff, Representatives and Labour:**

(a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorise him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.

(b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Engineer-in-Charge in prescribed proforma as he may require to assess and ensure the proper progress of work.

**Accommodation and food:**

73.1 The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and laborer’s including controlled commodities.

**Relationship:**

74.1 Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Institution.

**Protection of adjoining premises:**

75.1 The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

**Work during night or on Sundays and holidays:**

76.1 The works can be allowed to be carried out during night, Sundays or authorized holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

(i) The provisions of relevant labour laws being adhered to:

(ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-in-Charge and

(iii) The construction program given by the Contractor and agreed upon by the Engineer-in-Charge envisages such night working or working during Sundays or authorized holidays.

**Layout of materials stacks:**

77.1 The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Engineer-in-Charge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Engineer-in-Charge, the Contractor can use the sites accordingly.

**Deleted**

**Plant and Equipment:**

79.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work
as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

79.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the Institution does not undertake responsibility towards their supply.

79.3 The Institution shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the Institution and the Institution cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the Institution machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the Institution. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with Engineer-in-charge at the time of supply of the machinery.

79.4 The acceptance of Institution machinery on hire is optional to the contractor.

80 Steel forms:
80.1 Steel forms should be used for all items involving and use of centering and shuttering shall be leak proof and shall be single plane without any dents and undulations.

81 Inconvenience to public:
81.1 The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Engineer-in-Charge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

82 Conflict of interest:
82.1 Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Engineer-in-Charge, or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Engineer-in-Charge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Engineer-in-Charge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

83 Contract documents and materials to be treated as confidential:
83.1 All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorised person.

84 General obligations of Contractor:
84.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.
84.2 The contractor shall promptly inform the Institution and the Engineer-in-Charge of any error, omission, fault, defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

85 Disputes
If Contractor believes that a decision taken by the Engineer-in-Charge was either outside the authority given to the Engineer-in-Charge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Engineer-in-Charge’s decisions on occurrence of such event.

85.1 Procedures for disputes:
   a) The technical expert shall give a decision in writing within 28 days after receipt of a notification of a dispute.
   b) The Technical expert shall be paid daily at the rate specified in the contract data together with reimbursable expenses of the types specified in the contract Data and the cost shall be divided equally between the employer and the contractor, whatever decision is reached by the technical expert. Either party may refer a decision of the technical expert to an Arbitrator within 28 days of the technical expert’s written decision. If neither party refers the dispute to arbitration within the above 28 days, the technical expert’s decision will be final and binding.
   c) Appointing Authority for the Technical Expert:
      Chairman, Institute of Engineers,
      Telangana State Centre, Khairatabad, Hyderabad.
   d) The Technical expert’s daily fee is Rs.1,000/- together with reimbursable expenses as of the type like stationery, typing, postage, conveyance etc. Arbitration takes place in Hyderabad.
   e) Replacement of Technical Expert:
      Should the Technical expert resign or die or should the employer and the contractor agree that the Technical Expert is not fulfilling his functions in accordance with the provisions of the contract, a new Technical expert will be jointly appointed by the employer and the contractor. In case of disagreement between the employer and contractor, within 30 days, the technical expert shall be designated by the Appointing Authority designated in the Contract data at the request of either part, within 14 days of receipt of such request.

85.2 Pending finalization of disputes, the contractor shall proceed with execution of work with all due diligence.

86 Security measures:
   a) Security requirements for the work shall be in accordance with the Institution / IIIT general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors.
   
   b) All contractors’ employees, representatives and sub-contractor’s employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing employee’s number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.
c) All vehicles used by the contractor shall be clearly marked with contractor’s name.

d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non-working period including nights, Sundays and holidays for duration of the contract.

e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect.

f) Separate payment for provision of security services will not be made and its cost shall be deemed to have been included in the offer of the tenderer.

87 Firefighting measures:

a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.

b) Separate payment will not be made for the provision of fire prevention measures.

88 Provisions of Health and Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Engineer-in-Charge may enforce them at the expenses of the Contractor.

The contractor’s special attention is invited to clause 7, 8, 9 and 51 of the preliminary specification to the A.P.S.S. and he is requested to provide at his own expenses the following amenities to the satisfaction of Engineer-in-charge concerned.

88.1 First Aid: At the work site there shall be maintained in a readily accessible place, first aid appliances and medicine including adequate supply of sterilized dressing and sterilized cotton wool. The appliance shall be kept in good order. They shall be placed under the charge of a responsible person, who shall be readily available during working hours.

88.2 Drinking water:

Water of good quality for drinking purpose shall be provided for the worker on a scale of not less than 2 gallons per head per day.

a) Where drinking water is obtained from an intermittent public water supply each work site shall be provided with a storage tank, where such drinking water shall be stored.

b) Every water supply storage shall be at a distance of not less than 10 M. from any latrine drain or other source of pollution where water has to be drained. Any existing well, which is within such proximity of any latrine, drain or other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be dust and water proof.
A reliable pump shall be fitted to each inner well. The trap door shall be kept locked and opened only for inspection or cleaning which shall be done at least once a month.

**Training of personnel:**

The contractor, shall, if and as directed by the Engineer-in-Charge provide free of any charge adequate facilities, for vocational training of Institution Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor’s work. Their salaries, allowances etc. will be borne by the IIIT, Gachibowli, Hyd and the training schemes will be drawn up by the Engineer-in-Charge in consultation with the contractor.

**Ecological balances:**

The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.

**i)** Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor’s expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothened and graded in a manner to conform to the natural appearances of the landscape as directed by the Engineer-in-Charge.

**ii)** All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor’s construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Engineer-in-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Engineer-in-Charge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs caused by his operations. The term “injury” shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor’s expense.

**iii)** The contractor’s construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Engineer-in-Charge.
(iv) In conduct of construction activities and operation of equipment’s the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operations. The contractor’s methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.

b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-Charge at the cost of the Contractor. Orders of the Engineer-in-Charge in this respect would be final and binding on the contractor.

91 Preservation of existing vegetation:

a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-in-Charge. The contractor will be held responsible for all unauthorised cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. Care shall be taken by the Contractor in felling tressauthorised for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.

b) All the produce from such cutting of trees by the contractor shall remain the property of IIIT, Gachibowli, Hyd and shall be properly stacked at site, approved by the Engineer-in-Charge. No payment whatsoever, shall be made for such cutting and its stacking by the Contractor. If any produce from such cutting is not handed over to the IIIT, Gachibowli, Hyd by the contractor, he shall be charged for the same at the rates to be decided by the Engineer-in-Charge. The recovery of this amount shall be made in full of the intermediate bill that follows.

d) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

92 Possession prior to completion:

92.1 The Engineer-in-charge shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract with in the interest of Clause 28 of APSS except where expressly otherwise specified by the Engineer-in-charge.
Payment upon termination:
If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Institution exceeds any payment due to the Contractor the difference shall be a debt payable to the Institution. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

Access to the contractor’s books:
Whenever it is considered necessary by the Engineer-in-Charge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Engineer-in-Charge.

Drawing to be kept at site:
One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge and the Engineer-in-Charge’s representative and by any other persons authorized by the Engineer-in-Charge in writing.

B.I.S. [I.S.I.], NBC books and APSS to be kept at site:
A complete set of Indian Standard specification referred to in “Technical Specifications” and A.P.S.S. shall be kept at site for reference.

Variations by way of modification, omissions or additions:
For all modifications, omissions from or additions to the drawings and specifications, the Engineer-in-charge will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorized and directed by the Executive Engineer in writing.

The Engineer-in-Charge shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict.

Engineer-in-Charge’s Decision:
It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the Engineer-in-Charge, which shall be given in writing shall be binding on the contractor.

Site Order Book:
An order book shall be kept at the IIIT, Gachibowli, Hyd office on the site of the work. As far as possible all orders regarding the work are to be entered in this
book. All entries shall be signed and dated by the IIIT, Gachibowli, Hyd officer who issues such orders and by the contractor or by his representative. The order book shall not be removed from the work spot except with the written permission of the Executive Engineer.

99 Care and diversion of river/stream:
99.1 The contractor shall submit details regarding the diversion and care of river or stream during construction of the work along with a separate print-out of the time table showing earliest and latest start and finish dates of various activities. He should submit a detailed layout plan with drawings for the diversion and care of river of stream during construction of work. The above arrangements shall be at contractor’s cost.

100 Income tax:
a) During the currency of the contract, deduction of income tax at 2.24% or amended from time to time shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/- for deduction of tax at rates stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.

b) Income Tax clearance certificate should be furnished before the payment of final bill.

c) The contractor’s staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

101 Seigniorage charges:

101.1 Seigniorage charges will be recovered from the running bills of the contractor for the materials used in the work as per theoretical requirements at the rates fixed by the Govt. from time to time as detailed below.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Material</th>
<th>Seigniorage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sand</td>
<td>Rs: 40.00 / Sqm</td>
</tr>
<tr>
<td>2.</td>
<td>Metal</td>
<td>Rs: 75.00 / Cum</td>
</tr>
<tr>
<td>3.</td>
<td>C.R. stone, R.R stone for masonry</td>
<td>Rs: 75.00 / Cum</td>
</tr>
<tr>
<td>4.</td>
<td>Gravel / Earth</td>
<td>Rs: 30.00 / Cum</td>
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<tr>
<td>5.</td>
<td>Polished Shahabad / Tandur stone slabs 15 to</td>
<td>Rs: 8.00 / Sqm</td>
</tr>
<tr>
<td></td>
<td>18mm thick</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Polished black Kadapa slabs minimum of 15mm thick</td>
<td>Rs: 8.00 / Sqm</td>
</tr>
<tr>
<td>7.</td>
<td>Granite 16mm to 18mm thick (Black)</td>
<td>Rs: 39.10 / Sqm</td>
</tr>
<tr>
<td>8.</td>
<td>Granite 16mm to 18mm thick (Colour)</td>
<td>Rs: 34 / Sqm</td>
</tr>
<tr>
<td>9.</td>
<td>Marble 16mm to 20mm thick</td>
<td>Rs: 4.5 / Sqm</td>
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<tr>
<td>10.</td>
<td>Bricks</td>
<td>Rs: 60/1000 nos</td>
</tr>
</tbody>
</table>
102. **GST on works contracts:**

i) The rates quoted by the contractor is exclusive of GST and all of other taxes on all materials that the contractor will have to purchase for performance of this contract.

ii) GST component will be released to the contractor along with their bills.

103. **Labour CESS:** As per the Building and other Construction Workers Welfare CESS Act, 1996, Section 3 of CESS Act, read with rule 4(3) of the cases rules and in accordance with S.O.No.2899, dt.28-03-1996 of Institution of India, 1% CESS will be deducted from the bills paid for works from the contractor. The deducted amount will be remitted by way of challan to be payable in any branches of Andhra Bank to the savings Bank Account No. 805015 of the labour Commissioner office Extension counter (code No. 9039) as per the procedure prescribed under G.O.Ms.No.42 of LET&F Institution, dt.30-04-2007.

104. **Contractor Deliverables:**

104.1 During Tendering Stage:
   a. List of long lead items - Delivery timeline
   b. Macro Work Schedule

104.2 During Negotiation:
   a. Rate analysis as per Client requirement.

104.3A) During finalization of Contract:
   a. Micro Work Schedule
   b. Organization Chart
   c. Project Rooster
   d. Man-Power Schedule
   e. Man-Power Resource Planning.

B) During Construction:
   a. Shop Drawings.
   b. Daily, Weekly and Monthly Progress Reports.
   c. Weekly EHS Report
   d. Material Tracker.

C) Post-Construction:
   a. Testing and Commissioning Reports.
   b. Handling Over Documents.
   c. As-built Drawings.
   d. Guarantee and Warranty certificates.
   e. Manuals for all Equipment’s.
   f. Training report for Facility Team.
   g. Contact details of all Suppliers.
TECHNICAL SPECIFICATIONS
SPECIFICATIONS

(A) GENERAL:

1. ELECTRICAL SPECIFICATIONS

   Internal Electrical Works

   a. Point Wiring:
      Supplying and wiring for light points and 6A 2/3 pin sockets with 3 runs of 1.5 sq.mm FRLS PVC insulated 1100V grade copper wires for phase, neutral and earth in 25mm dia PVC FRLS conduit of thick 1.8mm (HMS) concealed in the slab/floor/walls/surface mounted above false ceiling including all accessories such as bends, junction boxes etc. The cost should include modular type 6A switches, front plates, metal boxes, ceiling roses or holders as required and with all complete with all necessary supports, accessories & hardware as per the drawings as required to make the installation complete including chasing of walls, testing, commissioning and termination of wires on both ends (which includes bi-metallic lugs, ferrules, ties, insulation tapes etc.)
      Note: Cove LED slim light & linear lighting - first point is considered as primary and from there every 5 mtrs length is considered as one secondary light point.
      Make: Sudhakar pipes.

   b. Power Receptacles
      Supply, installation, testing & commissioning only of Power receptacles including front plate, earth connector combined mounted on a suitable anodised metal box of approved make with complete with all necessary supports, accessories as per the drawings as required to make the installation complete at various locations without wiring (Independent).
      Make: Legrand

   c. Lighting & Power circuits
      Supplying and laying of lighting and power circuits with wires/cables in concealed or surface/open conduit system or on cable tray. The wiring shall be carried out using PVC insulated and round sheathed 1100 Voltage grade, multistrand copper conductor flexible cables/wires for phase, neutral and earth. The cost of 1.8mm thick (HMS) FRLS PVC conduit shall include with necessary accessories as required. The cable shall conform to IS: 7098/Part-I.
      Note: End terminations with Bi-metallic lugs using crimping tool, insulation tapes, identification ferrules, ties and neat dressing etc. in respective DBs to make the installation complete in all respects.
      Make: Finolex wires

   d. Sub-mains
      i. Supply, laying, testing and commissioning only of following size 1100 Voltage grade XLPE insulated armoured aluminium/copper conductor underground cable, in existing cable tray or in built up cable trench or already laid RCC Hume pipe complete with all necessary supports, accessories as per the drawings as required. The cable shall conform to IS: 7098/Part-I.
      ii. Supply & fixing only of End terminations with Double compression type Brass gland, Bi- metallic lugs using crimping tool, insulation tape, identification tags etc. including earthing of Gland, complete with all necessary supports, accessories as required.
      iii. Supplying and laying only of sub-mains in concealed or surface/open conduit system or on cable tray. The wiring shall be carried out using PVC insulated and round sheathed 1100 Voltage grade, multistrand copper conductor flexible cables for phase, neutral and earth. The cost of 1.8mm
thick (HMS) FRLS PVC conduit shall include with necessary accessories, fixing hardware, complete. Make: Finolex cables, Dowell’s lugs.

e. Distribution Boards
Supply, installation, testing & commissioning only of following type Readymade Distribution Boards, with Double Door arrangement with magnetic lock complete with following switch gears. The DB shall be IP 43, powder coated type using CRCA sheet steel enclosure & impact resistance to be IK 09. The DBs shall have separate Earth & Neutral bus bars suitable for phase wise RCCB protection, incl. all interconnections, etc. complete with all necessary supports, accessories as per the Drgs. as required. This includes ferrules, neat dressing of wires with cable ties, circuit number stickers & circuit diagram as per SLD and detail sticker on rear side of DB etc.

f. Light Fixtures
Supply, installation, testing & commissioning only of the following indoor lighting fixtures of approved or equivalent make including supply of LED drivers, lamps, rims to be fixed in false ceiling, mounting bracket to be fixed on roof/walls including all necessary supports directly suspended from ceiling without down rods but including clamps, hardware, complete with all necessary supports, accessories as per the drawings as required to make the installation complete.
Makes:
- Light fixtures - UniLED / Atlantis / Osram Drivers - Meanwell / Osram / Philips (0.9 pf) CRI > 85 (will be verified)
- Construction - Aluminium IP Rating - IP20/44
- Life - 50000 burning hours Colour – White
Makes: Philips/osram

g. Conduits, accessories & Floor Boxes
i. Supply and laying only of FRLS PVC conduit of 1.8mm thick (HMS) with all required conduit accessories like bends, junction boxes, G.I fish wire, end closers, base saddles & clamps, GI strip group clamp including all hardware (only for extra requirements, points & ckt’s are already included in the respective items).
ii. Supply and laying only of the following corrugated Flexible conduit pipes (FRPP) complete with necessary accessories.
iii. Supply and fixing only of the following flush type of modular back boxes where required to be used as junction box.
iv. Supply and fixing of floor mounting junction boxes made out of 14-gauge anodized metal sheet with top removable cover sheet with screwing arrangement and having openings on all 4 sides.
v. Supply and fixing of 8 (2 x 4) modules Pop-up type flush-mounting boxes for floor with Metal flush-mouting boxes (Legrand make) suitable to mount 2 nos. 6A 2/3 pin multi standard sockets controlled by 2 nos. 6A switches and 2 nos. Data outlets complete in enclosure.
vi. Supply and fixing of Floor boxes for screed floor (3 Compartment) Size: 265 x 265 x 65mm (Legrand make) suitable to mount 4 nos. 6A 2/3 pin multistandard sockets controlled by 4 nos. 6A switches and 2 nos. Data outlets complete in enclosure for seminar hall.
vii. Supply and erection of 16 SWG MS Powder coated trunking system with 18 SWG MS cover matching with readymade DB colour including fixing brackets as required for the following sizes around DBs for wires management.
Make: DLP trunking/Legrand trunking.
Electrical Panel Works

a. MV Panels
   Supply, installation, testing & commissioning only of floor mounting, free-standing cubicle type Panel with dust & vermin proof generally conforming to IS: 8623 (Part-1), 1993 & BIS IS: 2147, 1962 & should be fabricated out of 14-gauge CRCA sheet as per IEE regulations.
   Note: All panel's incoming feeder should be provided with potential free contacts & control wiring suitable for remote start / stop push buttons to stop the supply in the event of fire.

Parallel Panel:
Incoming:
2 no's of 125A FP MCCB (25kA)

Bus bar:
A set of 160A Aluminium bus bar with complete interconnections for both phase and 100% of neutral of E 91E grade.
1 x 25 x 86mm for phase 1 x 25 x 8mm for neutral

Metering Units:
1 no. Voltmeter (0 to 500V) with selector switch of (96 x 96) size. 1 no. Ammeter (0 to 125A) with selector switch of (96 x 96) size. 3 nos. CTs 100/5A, CL-1, 15VA burden
3 nos. LED based phase indication lamps with MCB protection. 1 set of ON/OFF/Trip lamps
Outgoings:
10nos. 63A TP MCCB (25kA)

Make: Panels as per IEE regulations,

b. MV Cables
   - Supply, laying, testing and commissioning only of following size 1100 Voltage grade XLPE insulated armoured aluminium/ copper conductor underground cable, in existing cable tray or in built up cable trench or already laid RCC Hume pipe complete with all necessary supports, accessories as per the drawings & technical specification as required. The cable shall conform to IS 7098/Part I.
   - Supply & fixing only of End terminations with Double compression type Brass gland, Bi-metallic lugs using crimping tool, insulation tape, identification tags etc. including earthing of Gland, complete with all necessary supports, accessories as required.
   - Terminating Lugs- Aluminium lugs for aluminium conductor cables and copper lugs for copper conductor cables.
   - Supply & fixing only of End terminations with single compression type Brass gland, Bi-metallic lugs using crimping tool, insulation tape, identification tags etc. including earthing of Gland, complete with all necessary supports, accessories as required. Multistrand copper conductor flexible cables/wires for phase, neutral and earth. The cost of 1.8mm thick (HMS) FRLS PVC conduit shall include with necessary accessories, fixing hardware, complete.
c. Earthing

- Supply, installation, testing & commissioning only of standard Cast Iron Pipe earth stations as per IS:3043, 1987 with 100mm ID 12.5mm thick cast iron pipe with flange of 10ft long and 12mm dia holes made at 250mm centre to centre along, 3/4" G.I Pipe one foot long reducer and funnel mesh, spreading a homogeneous mixture of salt, charcoal around the pipe etc., 18"x18" cast iron cover including all necessary civil works, complete with all necessary supports, accessories as per the drawings as required.
- Supply, installation, testing & commissioning only of plate earth electrode of copper 600x600x3.15mm as per IS:3043, 1987 including suitable HDBC tape upto top and 3/4" dia G.I pipe, funnel with mesh, spreading a homogeneous mixture of salt, charcoal around the plate/pipe etc, 18"x18" cast iron cover including all necessary civil works, complete with all necessary supports, accessories as per the drawings as required.
- Supply, laying and fixing of G.I/HDBC earth strips of following sizes including all hardware, bus bar insulators, sleeves when exposed to metallic surfaces with necessary interconnections with earth station and equipment, complete with all necessary supports, accessories as per the drawings as required.
- Earthing: As per IS specifications.

d. Cable Trays

- Supply and fixing only of 2mm thk. perforated type hot dip galvanized (min 80 micrthk) cable trays including all the of necessary accessories, anchor bolts, 10mm threaded down rods, grouting and all G.I hardware materials, steel supports etc. complete with all necessary supports, accessories as per the drawings as required.
- Supply and fixing only of 2mm thk. Plain/Solid type Hot Dip Galvanized sheet (Gi) Powder coated Enamel Painted Cable Tray cover suitable for 300 x 75 mm cable tray including all necessary fixing accessories, G.I hardware etc. to complete for terrace area cable trays.

e. Miscellaneous

- Supply, fabrication and fixing of M.S angles, channels for support of terrace cable trays, Panels, DBs, etc. including supply of all consumables for welding and also welding machine along with wiring connections to be arranged by the contractor only. Power supply will be provided at one point by the client.
- Supply and fixing only of adaptor boxes, cable end boxes fabricated out of 14-gauge CRCA sheet duly painted with a coat of primer & 2 coats of enamel paint of colour shade matching with interiors / DB including G.I nut & bolts, of suitable size with 32/25mm diaknock outs all-round and with openable cover for pipe junctions or (size as per site condition) with all other accessories to make the installation complete.
- Safety accessories:
  i. Supply and fixing of CO2-5Kg Fire extinguishers with ISI mark (all floors panel rooms & AV room). Make: Ceasefire / Firex / Safex.
  ii. Supply and laying only of 3.3 kV, 2.5 mm thick rubber mats with ISI mark in front of the Panels, DBs, and UPS etc. as per IEE regulations. Size: 1m x 1m
  iii. Supply and installation of fire safety charts as per specifications and IEE rules in vernacular and English
iv. Supply only of First aid kit
v. Supply only of Hand gloves
vi. Supply and fixing of Fire buckets with round bottom duly filled with fine river sand mounted steel stand

f. Special Lightning Protection System

- Supply, installation, testing & commissioning only of Advanced Lightning Protection rod with stainless steel body, working on the principal of Early Streamer Emission (ESE) technology, having a coverage radius of 79 metres when mounted at a height of 5 mtrs under LEVEL-I Protection and anticipation emission time of 72 microseconds, complying to NF C 17-102.
- Supply, installation, testing & commissioning only of suitable Mast (4.5 mtrs) for mounting Lightning Protection rod.
- Supply, installation, testing & commissioning only of electro-mechanical Counter.
- Supply, installation, testing & commissioning only of readymade earth electrode of low carbon rod of 17.2mm dia, coated with 250 microns thick copper of 3 metre. long with clamps and all required excavation or bore drilling, Eco safe back fill compound, and providing masonry enclosure with 18"x18" cast iron cover having locking arrangement and watering pipe etc. as required.
- Supplying and laying only of down conductor for earthing with 1 core x 70 sq.mm 1.1 kV grade, PVC insulated multistrand copper conductor flexible cable (YY) in suitable size FRLS grade PVC conduit with all installation materials including end termination.
- Supplying and laying only of 25 x 3mm HDBC strip for interconnection between the electrodes and run horizontally up to the duct where the down conductor terminate to the earth bus with porcelain-based insulator at every 1 mtr for fixing the tape to the walls and structures.

vi. Notes:

- All Cu wires should be of FRLSH PVC insulated of 1100V grade, as per 694:1990.
- All rigid PVC pipes should be of FRLS with ISI mark, IS:9537 Part 3-1983
- 1.8mm thk conduits for concealed in the slab/floor/recessed in walls/surface mounted above false ceiling to be laid.
- Total work should be carried out as per IEE regulations and to meet CEIG requirements, maintaining safety standards etc.
- Onsite pre-commissioning tests like meggering of cables & earth pits have to be conducted and all test reports, test certificates to be submitted.
- The quote should include one year warranty after commissioning / charging of the installation.
- Under warranty period, all minor or major issues raised in operation should be attended by the contractor’s qualified technical person immediately on call from the client.
- Client reserve the right to decide or procure part materials required to execute the job.
2. UPS Specifications

- Inbuilt Isolation transformer is required.
- Strictly should follow the list of makes given by IIIT-H and There should be no deviation from given list of makes.
- Bidders should submit Technical Data Sheet to us and take approvals from Client before equipment's are purchased.

UPS & Inverter

- Supply, installation, testing and commissioning only of 10 KVA / 9 KW ONLINE UPS with 3 Phase input / 1 Phase output & Built-in Static Bypass switch for unbalanced mixed loads with 12V 42AH - 16 nos. SMF Battery bank for 30 minutes backup on full load including rack and all required accessories to make the installation complete for UPS sockets, ELV equipment & Drain pumps.
- Load Crest Factor 3: 1
- Double Conversion Online, Sine wave
- Overload operation: 60 seconds @ 125% and 30 seconds @ 150%
- Operating Temperature: 0 - 40 °C
- Audible noise at 1 meter from surface of unit: 58.0dBA
- Protection Class: IP 20
- The UPS shall have all other devices required for safe operation and maintenance, including circuit breakers, switches, battery charger, battery management system etc.
- Supply, installation, testing and commissioning only of 3 KVA sine wave Inverter with 1 Phase input / 1 Phase output with 12V 100AH - 4 nos. semi tubular inverter Battery bank for 30 minutes backup including rack and all required accessories to make the installation complete.
<table>
<thead>
<tr>
<th>Category</th>
<th>Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLES &amp; ACCESSORIES</td>
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<tr>
<td>1 CABLES</td>
<td>POLYCB/FINOLEX</td>
</tr>
<tr>
<td>2 CABLE LUGS/GLANDS</td>
<td>DOWELLS/SMI/HMI</td>
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<tr>
<td>3 CABLE TRAYS</td>
<td>CUSTOM MADE GI SHEET OF JSW/TATA/ESSAR</td>
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<tr>
<td>4 TERMINALS WIRES &amp; ACCESSORIES</td>
<td>ELMEX/CONNECTWELL</td>
</tr>
<tr>
<td>WIRES &amp; ACCESSORIES</td>
<td></td>
</tr>
<tr>
<td>1 SINGLE CORE WIRES</td>
<td>POLYCB/FINOLEX</td>
</tr>
<tr>
<td>2 THREECORE FLEXIBLE WIRES (BLACK &amp; WHITE)</td>
<td>POLYCB/FINOLEX</td>
</tr>
<tr>
<td>3 CONDUIT, PIPES &amp; FITTINGS (PVC)</td>
<td>SUDHAKAR</td>
</tr>
<tr>
<td>4 SWITCHES/ SOCKETS</td>
<td>LEGRAND MYRIUS/SCHNEIDER OPEL</td>
</tr>
<tr>
<td>5 INDUSTRIAL SOCKETS</td>
<td>NEPTUNE /LEGRAND/SCHNEIDER</td>
</tr>
<tr>
<td>6 G.I./CU. STRIP AND EARTHING MATERIALS</td>
<td>INDIANA/ JINDAL / EARTHPLUS</td>
</tr>
<tr>
<td>7 M.S. STEEL (ANGLE. CHANNEL, STRIP, SHEET)</td>
<td>TATA/JINDAL</td>
</tr>
<tr>
<td>LIGHT FITTINGS/FIXTURES</td>
<td></td>
</tr>
<tr>
<td>1 LED FITTINGS</td>
<td>HAVELLS/PHILIPS</td>
</tr>
<tr>
<td>2 LED SPOTLIGHTS</td>
<td>HAVELLS/PHILIPS</td>
</tr>
<tr>
<td>3 DECORATIVE LIGHTS</td>
<td>HAVELLS/PHILIPS</td>
</tr>
<tr>
<td>4 FANS (CEILING/EXHAUST)</td>
<td>CROMPTON/ORIENT/HAVELLS</td>
</tr>
<tr>
<td>DB &amp; MCB</td>
<td></td>
</tr>
<tr>
<td>1 MCCB, MCB, DB, RCBO, ELCB</td>
<td>LEGRAND/SCHNEIDER/ABB</td>
</tr>
<tr>
<td>2 LT PANELS</td>
<td>CPRI APPROVED (SWITCH GEAR- L &amp; T, ABB,)</td>
</tr>
<tr>
<td>UPS SYSTEM</td>
<td></td>
</tr>
<tr>
<td>1 UPS SYSTEM</td>
<td>APC/ VERTIV</td>
</tr>
</tbody>
</table>

**SIGNATURE & SEAL**

CONTRACTOR

**IIIT-H**
DRAWINGS
1.0 DRAWINGS:

1.1 The plans can be liable to altered during the execution of work as per necessity of site conditions. The rates quoted by the contractor for various items shall hold good for execution of work even with altered plans.

1.2 One set of drawings, on the basis of which actual execution of the work is to proceed shall be furnished free of cost to the contractor by the Registrar progressively according to the work program submitted by the contractor and accepted by the Registrar. Drawings for any particular activity shall be issued to the contractor at least 10 days in advance of the scheduled date of the start of the activity. However, no extra claims by the contractor toward any delay in issue of drawing or issue of any revision / change to the drawings issued earlier shall be admissible. The Executive Engineer shall intimate the contractor 7 days in advance regarding any delay to issue of drawings, for any particular stage of works. If work gets effected due to delay to issue of drawings, for any particular stage of work the contractor shall be granted extension of time in terms of condition 14.7 of tender notice.

1.3 Signed drawings above shall not be deemed to be an order for work unless they entered in the agreement or schedule of drawings under proper alterations of the contractor and Executive Engineer or unless they have been sent of the contractor by the Executive Engineer with a covering letter confirming that the drawing in and authority for work in contract.

2.0 DISCREPANCIES:

2.1 In case of discrepancies between documents the following order of procedure shall apply:

2.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.

2.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.

2.1.3 Drawings issued as construction drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

**Note:** The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractors' responsibility only. Acceptance for such work will be at the discretion of the Executive Engineer.

3.0 SECRECY CLAUSE:

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.
1. Nilgiri:
   a. First Floor:
b. Third Floor:
2. Himalaya
3. Hostels:
   a. Palash Nivas
b. Kadamba Nivas
c. Parijat Extension Block-B:
d. Bakul Nivas
4. Residential Quarters:
   a. Anand Nivas:
b. Budha Nivas:
c. Block-C:
d. Block-D:
e. Block-E:
BILL OF QUANTITIES
AND
PRICE BID
NAME OF WORK: Electrical and UPS works for UPS Consolidation in all campus buildings except in the Premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032.

BILL OF QUANTITIES

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. The quantities given here are not necessarily show the actual quantities of work to be done. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the agreement rates in the Bill of Quantities where applicable, and otherwise at such rates and prices as the Engineer-in-Charge may fix within the terms of Contract.

3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The rates quoted by the tenderer shall hold good for execution of work even with altered plans.

5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.

7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes & A. P. S. Specifications.

8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.

9. The Tenderer should inspect and select the quarries of his choice before he quotes the tender percentage in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.

11. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.

12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.

13. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the percentage quoted shall take into account the de-watering charges necessary. No separate payment will be made for de-watering.

14. Wherever embankment work is involved, useful soils approved by the Engineer-in-Charge from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.

15. The quoted rates shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Engineer-in-Charge from time to time. The quoted rates shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipment, suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurance, the payment of all wages, salaries, fees or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted rates.

16. The Contractor shall ensure that, the quoted rates shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender percentage.

17. The special attention of the tenderer is drawn to the conditions in the tender notices wherein reference has been made to the Andhra Pradesh Standard Specifications [APSS] and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the Institution of Telangana and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
18. The tenderer shall examine, closely the A.P.S.S. / MOST and also the standard preliminary specifications contained therein and sign the Executive Engineer’s office copy of the APSS / MOST and its addenda volume in token of such study before submitting his quoted rates which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer. The APSS / MOST and other documents connected with contract such as estimate plans, specifications, can be seen on all working days in the office of the Registrar, IIIT, Gachibowli, Hyderabad.

19. The tenderer’s particular attention is directed to requirements for materials under the clause ‘materials and workmanship’ in the preliminary specifications of APSS. Materials conforming to the Bureau of Indian Standards specifications, APSS etc., shall be used on the work and the tenderers shall quote his overall quoted rates accordingly.

20. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.

21. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Engineer-in-Charge in writing well before their use of the work.

22. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The IIIT, Gachibowli, Hyderabad will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.

23. Inspection of site and quarries by the tenderer: Every tenderer is expected before quoting his rates, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the Executive Engineer, in any case, shall be submitted for the Executive Engineer’s approval before the supply to site of work is begun.

24. The tenderer’s particular attention is drawn to the sections and clauses in the A.P. standard specification dealing with

a. Test, inspection and rejection of defective materials and work.
b. Carriage
c. Construction plant
d. Water and lighting
e. Cleaning up during the progress and for delivery.
f. Accidents
g. Delays
h. Particulars of payments.
The contractor should closely peruse all the specification clauses, which govern the overall rates he is tendering.

25. The defect liability period of contract in terms of GO Ms.No.8, R&B Dept., dt:8.1.2003 is twenty four months.

26. The estimate rates for items shown in the Schedule “A” include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an rates considering all the aspects of the tender to complete the finished item of work as per the APSS / MOST / B.I.S. specifications, the special specifications appended, Drawings etc.

27. If there is any contradiction between APSS / MOST and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.

28. In case of a job for which specifications are not available with the Schedule or in APSS / MORT&H or B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Engineer-in-charge.

29. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor’s bill.

The contractor should quote his tender rates keeping in view of the above aspects.

30. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.

31. In the case of discrepancies between the written description of the item in the Schedule “A” and the detailed description in the specification of the same item, the latter shall be adopted.

32. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The rates quoted are for works in situ and complete in every respect.

33. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be as per agreement rates.

34. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
35. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.

36. The payment of rates for supplement items of work will be regulated as under.

Supplemental items directly deductible from similar items in the original agreement.

The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are compared.

a) Similar items but the rates of which cannot be directly deducted from the original agreement.

b) Purely new items which do not correspond to any item in the agreement. The rate of all such items shall be as per agreement rates.

37. **ENTRUSTMENT OF ADDITIONAL ITEMS.**

a) Wherever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the agreement rates.

b) Entrustment of supplement items contingent on the main work will be authorised by the officers up to the monetary limits up to which they themselves are competent to accept items in the original agreement so long as the total amounts up to which they are competent to accept in an original agreement rates for such items shall be worked.

c) Entrustment of either the additional supplemental items shall be further subject to the provisions under para 176(b) of APWD Code Viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

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**BILL OF QUANTITIES**

**[Part-I]**

**Name of the Work:** Electrical and UPS works for UPS Consolidation in all campus buildings except Vindhya, Premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Approximate Quantity</th>
<th>Description of work</th>
<th>Specification No. / APSS / BIS / MOST</th>
<th>Unit</th>
<th>Rate to be quoted in figures and words Rs.</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Schedule - 'A 'Enclosed
### Schedule-A

**Name of Work:** Electrical & UPS Works for UPS Consolidation in all campus buildings except Vindhya, IIIT-H Campus

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Make</th>
<th>Description of Work</th>
<th>Unit</th>
<th>Qty</th>
<th>Supply Rate</th>
<th>Amount</th>
<th>Installation Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>Himalaya &amp; Nilgiri</td>
<td></td>
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</tr>
<tr>
<td></td>
<td><strong>Electrical Panels &amp; Cables</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Schneider / Legrand</td>
<td>Supply, Installation, testing and commissioning of Parallel UPS Power Panel with Distribution for Nilgiri.</td>
<td>Nos</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>INCOMING:</td>
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<td></td>
<td></td>
<td>125 A, 25 KA FP MCCB - 2 set</td>
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<tr>
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<td></td>
<td>BUSBARS : 160A AL Busbar with 100% Neutral</td>
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<td></td>
<td></td>
<td>CT Operated Load Manager with RS 485</td>
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<tr>
<td></td>
<td></td>
<td>LED Phase indication lamps RYB &amp; ON OFF TRIP</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>OUTGOINGS :</td>
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<td></td>
<td></td>
<td>63 A, 10 KA FP MCB - 10 Nos.</td>
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<tr>
<td>2</td>
<td>Polycab/ Havels/ Varsha</td>
<td>CABLES: Supply, laying, Dressing, Clamping, Testing &amp; Commissioning of 1.1kV grade XLPE / PVC insulated/ PVC sheathed Aluminium/ Copper conductor cable as per the following sizes.</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>i 4C x 16 Sq. mm Al. Ar Cable from UPS input / Output distribution</td>
<td>Rmt</td>
<td></td>
<td>150</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>ii 4C x 10 Sq. mm CU flexible Cable for 30KVA UPS input.</td>
<td>Rmt</td>
<td></td>
<td>100</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>iii 1CX35 sq.mm Cu Flexible cable for 30kVA UPS Output to ups Parallel panel</td>
<td>Rmt</td>
<td></td>
<td>100</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td><strong>CABLE TERMINATIONS</strong></td>
<td></td>
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<td></td>
<td></td>
<td>Supply, installation and termination of Heavy Duty/ PG cable gland &amp; Termination with lugs and all necessary accessories.</td>
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<tr>
<td>S.No.</td>
<td>Make</td>
<td>Description of Work</td>
<td>Unit</td>
<td>Qty</td>
<td>Supply Rate</td>
<td>Amount</td>
<td>Installation Rate</td>
<td>Amount</td>
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<tr>
<td>i</td>
<td></td>
<td>4C x 16 Sq. mm Al. Ar Cable from UPS input / Output distribution</td>
<td>Set</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td></td>
<td>4C x 10 Sq. mm CU flexible Cable for 30KVA UPS input.</td>
<td>Set</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>iii</td>
<td></td>
<td>1CX35 sq.mm Cu Flexible cable for 30kVA UPS Output to ups Parallel panel.</td>
<td>Set</td>
<td>18</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td>Supply, Installation, Testing &amp; Commissioning of Sequential Controller</td>
<td>Set</td>
<td>2</td>
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<tr>
<td>5</td>
<td></td>
<td>Dismantling and shifting of existing 30kVA UPS to parallel the Existing UPS and Dressing of Existing Electrical DB's distribution in UPS Room.</td>
<td>Nos</td>
<td>2</td>
<td></td>
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</tbody>
</table>

Total 'A' Rs.

Total Supply & Installation (A) Rs.

B Hostels & Residential Quarters

Electrical Cables

1 Polycab/ Havels/ Varsha CABLES: Supply, laying, Dressing, Clamping, Testing & Commissioning of 1.1kV grade XLPE / PVC insulated/ PVC sheathed Aluminium/ Copper conductor cable as per the following sizes.

| i     |      | 4C x 16 Sq. mm Al. Ar Cable from UPS input / Output distribution                     | Rmt  | 50  |             |        |                   |        |
| ii    |      | 4C X 10 sq.mm Cu Flexible cable for 3kVA UPS Output to ups Parallel panel.          | Rmt  | 50  |             |        |                   |        |

2 CABLE TERMINATIONS

Supply, installation and termination of Heavy Duty/ PG cable gland & Termination with lugs and all necessary accessories.

<p>| i     |      | 4C x 16 Sq. mm Al. Ar Cable from UPS input / Output distribution                     | Set  | 8   |             |        |                   |        |</p>
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Make</th>
<th>Description of Work</th>
<th>Unit</th>
<th>Qty</th>
<th>Supply Rate</th>
<th>Supply Amount</th>
<th>Installation Rate</th>
<th>Installation Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii</td>
<td></td>
<td>4C x 10 Sq. mm CU flexible Cable for UPS input.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>UPS WORKS</strong></td>
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<tr>
<td>3</td>
<td></td>
<td>Supply, installation testing commissioning of 3 KVA UPS with 1hr backup with necessary accessories for Hostels building Network switch rooms.</td>
<td>Each</td>
<td>8</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td>Supply, installation testing commissioning of Smart-UPS 1000VA, 230V, 4x India 3-pin 6A outlets, harsh environment having High density, double-conversion on-line power protection with scalable runtime test with inbuilt batteries with necessary accessories for Residential building Network switches. Make: APC</td>
<td>Each</td>
<td>10</td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td>Supply and installation of 16Amps ATS with IEC C19 to C20 Cable-2nos for input and C13 to C14-08 Nos for Output. Rack Mount</td>
<td>Each</td>
<td>9</td>
<td></td>
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<tr>
<td>6</td>
<td></td>
<td>Dismantling and shifting of existing 6 kVA UPS from Hostel rooms.</td>
<td>Nos</td>
<td>4</td>
<td></td>
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</tbody>
</table>

| Total 'B' Rs. |                               |   |
| Total Supply & Installation (B) Rs. |   |

Grand Total (A+B) Rs.          Plus GST
BILL OF QUANTITIES
(PART- II)

Details of Maximum amount Reimbursable to the contractor.

“The rates to be quoted for the “BOQ” (Schedule – “A”) are including overhead charges and contractors profit but excluding GST”.

Reimbursement of GST will be as per Clause 102 of the Conditions of Contract.

The contract price is inclusive of all overhead charges and include the following elements:

- Site accommodation, setting up plant, access road, water supply, electricity, Security site boundary fence of height not less than 20’ with GI corrugated sheets and general site arrangements.
- Office furniture, equipment and communications
- Expenditure on:
  - Corporate office of contractor
  - Technical agents for site supervision. (Reimbursement to the technical agents provision is dispensed with where ‘over heads and contractor’s profit’ provision is included in the data rates)
  - Documentation and “as built” drawings
  - Mobilisation/ de-mobilisation of resources
  - Labour camps with minimum amenities and transportation to work sites.
  - Light vehicles for site supervision including administrative and managerial requirements.
  - Laboratory equipment and quality control including field and laboratory testing. (For all the works costing more than Rs. 2.00 Crores contractors have to establish Quality Control laboratory)
  - Minor T & P and survey instruments and setting out works, including verification of line, dimensions, trial pits and bore holes, where required.
  - Watch and ward
  - Traffic management during construction
  - Expenditure on safeguarding environment
  - Sundries
  - Financing Expenditure
  - Work Insurance
1. All the items of work will have to be executed as per standard specifications laid down in APSS, BIS, NBC and the special specifications and general features of design attached herewith. The quoted rates offer shall include all operations described in the specifications and general features.

2. All the rates quoted in the Schedule ‘A’ shall be through rates in rupees and paise for finished item of work inclusive of all charges such as leads, lifts, classifications and incidental charges etc. except GST.

3. The quantities given here are those upon which the lumpsum cost of the work is based, but they are subjected to alternation, omission, deduction, or addition as provided for in the condition of the contract and not necessarily shown the actual quantities of work to be done.

4. It is to be expressly understood that the measured work is to be taken net (not withstanding any custom or practice to the contrary) according to the actual quantities placed and finished according to the drawing or as may be ordered from time to time by the Engineer-In-Charge and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary or contingent works, connected therewith. The rate shown is for the works in situ and complete in every respect.

5. All items of work will have to be executed as per standard specification laid down in A.P.S.S. the special specification and general features of design attached herewith. The quoted rates shall include all operation described in the said specification and general features and shall be inclusive of all charges such as leads, lifts, classification, incidental charges, hire and operational charges of all T & P, security measures etc., complete except GST.

6. Vernacular signature should be translated into English.

7. Additions and alternations in schedule or conditions will disqualify the tender.

8. Steel centering should be used for all members involving the use of centering.

9. The tenderer should inspect the site & checkup the possible water source for carrying out work though out the year, monsoons or non monsoons irrespective of the quantum of rainfall and quote their offer accordingly. No subsequent claims for extra water leads will be entertained under any circumstances.

10. The contractor will not be entitled to claim any interest on arrears which he may get on the final settlement of accounts.

11. The contractor shall make his own arrangement for the acquisition of stone and other quarries etc.

12. Metal and chips of the specified gauges will have to be stacked separately in the standard size after screening as per specifications before using on work.

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ARTICLES OF AGREEMENT

Articles of Agreement made this day of 2023 between the International Institute of Information Technology, (Hereinafter called ‘Registrar, IIITH’ on which expression shall where the context so admits include his successors in office and assigns) of one Part and

M/s ..................................(Hereinafter called the ‘Contractor’ which expression shall where the context so admits include heirs, executors, administrators and legal representatives) of the other part.

WHEREAS the International Institute of Information Technology, (herein after called the Registrar, IIITH) are desirous of “Electrical & UPS works for UPS consolidation in all campus buildings except Vindhya in the premises of International Institute of Information Technology, Gachibowli, Hyderabad - 500 032.” In the premises of IIIT-H, Gachibowli, Hyderabad” and have caused an estimate of probable quantities contained in Schedule A, drawings and specifications describing the work to be done.

AND whereas the said Schedule A, drawings numbered serially from (Schedule B) and the specifications (Schedule C) have been signed by the parties hereto.

AND WHEREAS the contractor has deposited with IIITH along with tender, the sum of Rs.20,000/- (Rupees Twenty thousand only) vide D.D.No.………..dated………………drawn on ………….. Bank, …………………towards EMD for the due fulfillment of the contract to the satisfaction of the Registrar, IIITH.

AND WHEREAS the contractor has deposited with IIITH the sum of Rs………………/-(Rupees……………………………………..) vide DD No……………..dated………………drawn on ……………….. Bank, …………………towards balance EMD for the due fulfillment of the contract to the satisfaction of the Registrar, IIITH.

AND WHEREAS the contractor has agreed 7.50% of the value of the work done to be retained from each bill as Security for due fulfillment of the contract.

AND WHEREAS the contractor has also signed the copy of the Telangana State detailed standard specifications and addenda Volume thereto maintained by the authority who registered him/them in the appropriate class in acknowledgement of being bound by all conditions of the clauses of the Standard Preliminary Specifications for items of work described by a Standard Specification Number in Schedule-A in addition to having signed the “Tenderer” and Contractor certificate in acknowledgement of being bound by all the conditions of the Standard Preliminary Specifications and all the Standard Specifications for item of work, described by the Standard Specification Number in Schedule A.

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the preliminary specification of the Telangana State detailed standard specifications and such other conditions as are contained in all the
the works shown upon the drawings and described in the said specifications and set forth in Schedule A as the “Probability quantities” and comply with the rate of progress noted at the end of this Articles of Agreement for a sum of Rs________________ (Rupees__________________________ only) or such other sum as may be arrived at under the clauses of the Standard Preliminary Specifications relating to payment on or by final measurement at unit prices.

NOW IT IS HEREBY AGREED AS FOLLOWS

1) In consideration of the payment of the said sum of Rs________________ or such other sum as may be arrived at under the clauses of the Standard Preliminary Specifications relating to payment on by final measurement at unit price, the contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of probable quantities shown in the Schedule ‘A’ with such variations by way of alterations additions to, or deductions from the said works and method of payment there for as are provided for the said conditions.

2) The term Executive Engineer in the said conditions shall mean the officer of the IIITH in charge of the Division having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved herein in favor of the Institution with the previous sanction of or subject to ratification by the Registrar of the Institution in cases where such sanctions or ratification may be necessary.

3) The plans, agreement and documents above mentioned shall form the basis of this contract and the decision of the said Executive Engineer as to the materials, workmanship and to the intended interpretation of clauses of the Agreement or any other document attached here to shall be final and binding on both parties.

4) The said contract comprises of the building work above mentioned and all subsidiary works connected there with within the same site as may be ordered to be done from time to time by the said Executive Engineer, even though such works may not be shown on the drawing or described in the said specifications of the priced schedule of quantities.

5) The Registrar through the Executive Engineer reserves to himself the right of altering the drawings and nature of the work and adding or omitting any items of work or of having portions of the same carried out institutionally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

6) If at any time after the commencement of the work, the Registrar for any reason whatsoever does not require part thereof as specified in the tender to be carried out the Executive Engineer / Registrar shall give notice in writing of the fact of the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequences of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the
original specifications, drawings designs and instructions which shall involve any curtailment of the work as originally contemplated.

7) Time shall be considered as essence of the Agreement and the contractor hereby agrees to commence the work as soon as his Agreement is accepted by the Registrar and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within the period of **2 Months** from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement Rate of progress, subject nevertheless to the provisions for extension of time contained in Clause 59 of the Standard Preliminary Specifications.

8) The Arbitrator for fulfilling the duties set forth in the arbitration clauses of the standard preliminary specifications shall be as defined with tender conditions vide item No.23 of conditions of contract (A. General) enclosed to the contract.

9) The said conditions shall be read and construed as forming part of the agreement and the parties have to respectively abide by and submit themselves to the conditions and stipulations and perform the agreement in their parties respectively.

10) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Institution, the balance amount including any deposit of the contractor shall be returned after the expiry of liability period i.e. 24 months + defects correction period whichever is later after virtual completion of work as per drawings and tender conditions.

11) Payment will be made to the contractor under the certificate to be issued at reasonably frequent intervals by the Executive Engineer. Intermediate payments will be made by the Executive Engineer of a sum equal to 92 ½ percent of the value of work as so certified and the balance of 7 ½ percent will be withheld and retained as a security for the due fulfillment of the contract. Under the certificate to be issued by the Executive Engineer on the completion of the entire work, the contractor will receive final payment of all the money due or payable to him under or by virtue of the contract except deposit retained as security and a sum equal to 2 ½ percent of the total value of the work done provided there is no recovery from or forfeiture to be made under clause 60 of the PS to APSS. The amount withheld from the final bill will be retained under "Deposits" and paid to the contractor together with the EMD retained as security after a period of 24 months after all defects shall have been made good according to the true intent and meaning thereof.

12) Under provisions of sections 194 (c) in the Income Tax Act under the Finance Bill, Income Tax as prescribed by the Institution from time to time, on each and every payment made to the contractor will be deducted at source and will be credited to the Income Tax Institution and necessary certificates will be issued to the contractor.

13) All disputes arising out or in any way connected with this agreement shall be deemed to have arisen in Hyderabad and only the court in Hyderabad city shall have jurisdiction to determine the same.
In witness whereof the Contractor __________________________ has here into set his hands and Registrar, IIIT, Gachibowli, Hyd on behalf of and by the order and direction of the IIIT, Gachibowli, Hyd has hereinto set his hand the day and year first above written.

Signed by Contractor _________________

Address:

Signed by Registrar___________________
IIIT, Hyderabad.

In the presence of witnesses:  1)

2)