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आई आई टी हैदराबाद  
IIT Hyderabad

భారతీయ సాంకేతిక విజ్ఞాన సంస్థ హైదరాబాద్  
भारतीयप्रौद्योगिकीसंस्थानहैदराबाद  
కంఢీ - 502284, సాంగారెడ్డి, తెలంగాణ, భారత  
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Indian Institute of Technology Hyderabad  
Kandi - 502 284, Sangareddy, Telangana, INDIA  
Phone: (040) 2301 6091; Fax: (040) 2301 6003 /32  
Construction and Maintenance Division

### NOTICE INVITING QUOTATION

NIQ No: 80/NIQ/CIV/IITH/CMD/2022-23

Date: 27<sup>th</sup> Feb 2023

The Executive Engineer (Civil), Indian Institute of Technology Hyderabad, Kandi, Sangareddy, - 502 284 invites on behalf of the Director IITH sealed item rate quotations for following work from approved and eligible Civil Contractors of CPWD and those of appropriate list of MES, BSNL, Railway, PWD (R&B), working Civil contractors of IIT Hyderabad or Specialized agencies those who are having similar experience in avenue plantation and horticulture works.

Copy of Valid Registration of Firm Certificate, PAN card, GST Registration Certificate & GSTIN should accompany the Technical Bid.


The quotations should be sent in a sealed cover addressed to Executive Engineer (Civil), Indian Institute of Technology Hyderabad, super scribing the name of work.

**NAME OF WORK:** Plantation of large size Avenue Trees in Nursery Poly Bags size of 25" X 25" along the Road shoulders from SnCC roundabout to Dining Hall - 1 of IITH, Kandi, Sangareddy.

Estimated Cost	:	Rs. 9,43,144.00
EMD	:	Rs. 18,900.00 (The EMD shall be form of Demand Draft Drawn in any Scheduled bank in favour of Indian Institute of Technology Hyderabad, payable at SBI, IIT Hyderabad Branch)
Time for Completion of Work	:	15 Days
Last Date of Receipt of Quotations	:	03-03-2023@3PM
Date of Opening of Quotations	:	03-03-2023@4PM
Validity of Quotations	:	30 Days

Conditional Quotations or Quotations with conditional rebate shall be summarily rejected.

Yours faithfully,

  
27/02/2023  
Executive Engineer (C)  
IIT Hyderabad

**NOTE:**

- 1). Downloaded quotations are accepted ( <https://iith.ac.in/tenders/#Civil%20Works> ).
- 2). Quotations received through Speed post or Courier within the time limit shall be accepted.

**SCHEDULE OF QUANTITIES**

**Name of work: Plantation of Large size Avenue Trees in Nursery Poly Bags size of 25" X 25" along the Road Shoulders from SnCC roundabout to Dining Hall - 1 of IITH, Kandi, Sangareddy.**

Sl.No	Description Of Items	Qty	Unit	Rate(Rs.)		Amount(Rs.)
				In Figures	In Words	
1.0)	Digging holes in ordinary soil and refilling the same with the excavated earth mixed with manure or sludge in the ratio of 2:1 by volume (2 parts of stacked volume of earth after reduction by 20% : 1 part of stacked volume of manure after reduction by 8%) flooding with water, dressing including removal of rubbish and surplus earth, if any, with all leads and lifts (cost of manure, sludge or extra good earth if needed to be paid for separately)					
1.1)	Holes 1.2 m dia and 1.2 m deep	330.00	Nos			
2.0)	Plantation of Trees, Shrubs, and Hedge at site i/c watering and removal of unserveiceable material's as per direction of officer in charge (excluding cost of plant & water)					
2.1)	Trees Plant	330.00	Nos			
3.0)	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.					
3.1)	All kinds of soil	214.00	Cum			
4.0)	Carriage of Material by mechanical transport including loading, unloading and stacking					
4.1)	Earth					
4.1.1)	3.0km lead	214.00	Cum			

Sl.No	Description Of Items	Qty	Unit	Rate(Rs.)		Amount(Rs.)
				In Figures	In Words	
5.0)	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 15 k.m.lead complete (Cattle manure measured in stacks will reduced by 8% for Payment).	24.00	Cum			
6.0)	Providing and Supplying of "Avenue Plants" in poly HDPE nursery bags of size 21"x21" i/c Loading, transportation But excluding Unloading and stacking as per direction of the officer-in-charge.	330.00	Each			
<b>TOTAL AMOUNT IN RUPEES</b>						

*27/02/2023*  
Asst. Executive Engineer (Civil)

*27/02/2023*  
Executive Engineer (Civil)

**Bidders Sign with Seal**

## General Terms & Conditions

1. The successful bidder shall execute the works with great promptness, care and accuracy in a workman like manner to the satisfaction of Engineer-in-charge and shall complete the same.
2. "That the Executive Engineer(Civil), IIT Hyderabad shall from time to time supply the successful bidder with materials as per the schedule hereto and the value of the materials so supplied shall be set off or deducted from any sums then due or thereafter to become due to the successful bidder, otherwise provided that Executive Engineer will not be bound to take back from the successful bidder either before or after the completion of the works, the surplus materials which were originally procured by the successful bidder or were issued to him by the IIT Hyderabad hereinafter called "the Institute" but Executive Engineer shall have the option of purchasing and of the aforesaid materials surplus to the requirements of the works at the local prevailing market rates. Provided further that in the case of materials supplied by the Department the price shall not in any case exceed that originally charged by the Department. The successful bidder shall not remove from the site of the works any of the materials supplied to him for use on the works without previous sanction obtained in writing from the Executive Engineer.
3. That if the Institute shall make to the contractor any payment on account during the execution of the works the same will be liable to be deducted from such sum or sums as may be payable to the contractor on completion of the works as aforesaid.
  - a. **The contractor shall quote the rates inclusive of all Taxes including GST(WCT).**
  - b. The Engineer-in-Charge of the work will accept or reject the work executed, according to his judgment.
  - c. This order can be cancelled and the work stopped at any time by the Engineer-in-Charge if the work, or by any Officer superior to him in authority.
  - d. The work shall be executed strictly according to the specification, as per the drawing attached and as per the direction of Engineer-in-charge.
  - e. The Contractor/Firm shall make arrangement of for passes/token from Security Officer of IITH.
  - f. All work executed shall be paid for according to measurements taken by or under the orders of the Engineer-in-Charge of the work and not according to the quantity given in any estimate.
  - g. Additional conditions & Specifications as indicated in the attached sheet shall apply.
4. That payment due to the contractor may, if so, desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Executive Engineer an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment or his signature in token of receipt on the bill or (2) the account made out as being due to him by Government or his signature in token of receipt on the bill or other claim preferred against the Department before settled by the Executive Engineer of the account or claim by payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equities to the Institute.
5. That no labourer below the age of eighteen years shall be employed on the Works.
6. Fair Wage Clause—(a) The contractor shall pay not less than fair wages to laboureres engaged by him on the work.

Explanation:—

- (a) "Fair wage" means wage whether for time or piece work notified at the time of inviting tenders for the work by the Government of India.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work, including in which any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the contractors' Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, wage cards publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Executive Engineer shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by that terms of the contract or non-observance of the Regulations.

- (e) Vis-a-vis the Central Government, the contractor shall be primarily liable for all payments to be made under and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

6A. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per safety code framed from time to time and shall at his own expense provided for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.200 for each default and in addition to the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

SAFETY CODE—(i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal 1 vertical).

- (ii) Scaffolding or staging more than 3.6 m (12') above the ground or floor swing or suspended from an overhead support exacted with stationary support shall have guard rail properly attached, bolted braced and otherwise secured at least 90 cm. (3 feet) high above the floor or platform of such scaffolding on staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platforms, gangways, and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform of the gangway or the stairway is more than 3.6 m. (12 feet) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fenced, as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ( $11\frac{1}{2}$ " for ladder up to and including 3 m. (10feet) at least and 6mm. ( $\frac{1}{4}$ " for each additional foot of length. Uniform step spacing shall not exceed 3.1 m. (12 feet). Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such person, or which may with the consent of contractor be paid to compromise any claim by any such person.

- (vi) Excavation and Trenching — All trenches, 1.2 m (4 feet) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 feet) in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 90 cm (3 feet) above the surface of the ground. The sides of trenches which are 1.5 m (5 feet) more in depth shall be stopped back to give suitable slope, or securely held by timber bracing so as to avoid the danger of side from collapse. The excavated materials shall not be placed within 1.5 m (5 feet) of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (vii) Demolition — Before any demolition work is commenced and also during the process of the work:—
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof, or other part of the building shall be so overloaded with debris or material as to render it unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- (b) Those engaged in white-washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided protective goggles.
- (c) Those engaged in welding works shall be provided with Welders' protective eye-shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficient safe intervals.
- (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- (f) The contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken:—
- i. No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
  - ii. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
  - iii. Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during recess and recession of work.
- (ix) When the work is done near and place where is risk of drawing all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course or the work.
- (x) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standard or conditions:—
1. (a) These shall be of good mechanical constructions, sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
  2. Every crane driver hoisting appliance operator shall be properly qualified and no person under an age of 21 years should be in-charge of any hoisting machine including any scaffold window or give signals to the operator.
  3. In case of every hoisting machine and of every chain ring hook, shackle, swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load in case of a hoisting machine having a variable safe working load each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  4. In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractors' machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- (xi) Motors, Gearing transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- (xii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- (xiii) These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the workshop. The persons responsible for compliance of the safety code shall be named therein by the contractor.
- (xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-Charge of the department or their representative.

(xv) Notwithstanding the above clauses from (i) to (xiv) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

6B. The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:—

(1) the number of labourers employed by him on the work (2) their working hours, (3) the wages paid to them and (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damages and injury caused by them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from bill due to the contractor the amount levied as fine.

6C. In respect of all labour directly or indirectly employed in the works for the performance to the contractors part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the IIT Hyderabad and its contractors.

6D. Maternity Benefit Rules for female workers employed by contractor.—Leave and pay during leave shall be regulated as follows —

(i) Leave (i) in case of delivery:—Maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.

(ii) In case of miscarriage:—Up to 3 weeks from the date of miscarriage.

2. Pay (i) In case of delivery:—Leave pay during maternity leave will be at the rate of the women's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of one rupee per day whichever is greater.

(ii) In case of miscarriage:—Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

3. Conditions for the grant of maternity leave:— No maternity leave benefit shall be admissible to a workman unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

6E. In the event of the contractor(s), committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the Protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach, or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

6F. The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the Camp) of the following specifications on a suitable plot of land to be approved by the engineer-in-Charge:—

1. (a) The minimum height of each hut at the even level shall be 2.1 m. (7) and the floor to be provided will be at the rate of 2.7 sq.m. (30 sq. ft.) for each member of the worker's family staying with the labourers.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.8m X 1.5 (6 feet X 5 feet) adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred or the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

2. (a) All the huts shall have walls of sun-dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floors may be katcha but plaster with mud gobi and shall be at least 15 cm. (6 inch) above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation the roofs remain water-tight.

- (b) The Contractor(s) shall provide each hut proper ventilation.
- (c) All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2 m (8 yards) between the rows of huts which may be reduced to 6m. (20 feet) according to the availability of sites with approval of the Engineer-in-Charge, back to back construction will be allowed.
3. Water Supply:— The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefor.
4. The site selected for the camp shall be high ground, removed from jungle.
5. Disposal of Excreta:— The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the municipal committee/authority and inform it about the number of labourers employed so that arrangements may be made of such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the municipality/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
6. Drainage—The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
8. Sanitation:— The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
7. That if the contractor or his servants/labourers break or deface, any building, road fence, enclosure, or cause damage to any grass or cultivated land, or water pipes, cables, drains, electric or telephone posts or wires, roads, road curbs, trees, he shall restore or make good the same at his own expense, and in the event of his refusing or failing to do so, the damage, so caused, shall be repaired at his expense by the Executive Engineer, who shall deduct the cost thereof from any sums due, or which may become due to the contractor.
8. That if that Executive Engineer shall at any time during the progress of the works be dissatisfied with the rate of progress or the quality of the materials that have been used or of the workmanship, the Executive Engineer may put an end to this agreement on twenty-four hours' notice and in the case of bad workmanship or defective material may remove the same and have it replaced deducting the cost of such removal or replacement from amount due or that may become due to the contractor.
9. That if the contractor fails to complete as aforesaid the works by the time fixed in the agreement for completion the Director, IIT Hyderabad will be entitled to deduct as compensation from the sum found to be payable under this agreement or the balance of the sum then unpaid to the contractor a sum of Rs.100/- more for every day that shall lapse between the day fixed for completion and the actual completion provided that the compensation so payable shall not exceed ten percent if the cost of the works calculated on the basis of Schedule of the agreement.
- 9A. That in every case in which by virtue of the provisions of Section 12, Sub-Section (1) of the Workmen's Compensation Act, 1923. Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Government under Section 12, Sub-section (2) of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.
- Government shall not be bound to contest any claim made against under Section 12, Sub-Section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all cost for which Government might become liable in consequence of contesting such claim.
10. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and so as to quality of workmanship, or materials used on the work or as to any other question, claim right, matter or thing




whatsoever in any way arising out of, or relating to the contract designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after completion or abandonment thereof shall be referred to the sole arbitration by the Dean(Plan), IIT Hyderabad, and if the Dean(Plan), IIT, Hyderabad is unable or unwilling to act, to the role of an arbitrator or some other persons appointed by the Director, willing to act as such arbitrator. It will be no objection to any such appointment that the arbitrator so appointed is as Government servant, that he had to deal with the matters to which this tender relates and that in the course of his duties as such/Government servant he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this contract.

11. (1) Whenever any claim, against the contractor for the payment of a sum or money arises out of or under the contract. Government shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. Forming the whole or part of such security. In the event of security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Government should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to Government on demand the balance remaining due.


(2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him or have been done by him under the contract and found not to have been executed the contract shall be liable to refund the amount of the over payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor:

PROVIDED that Government shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-Charge on the hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

Signature of Bidder

  
27/02/2023  
Executive Engineer (Civil)  
IIT Hyderabad.

## ADDITIONAL CONDITIONS AND SPECIFICATIONS

1	The Civil works shall be carried out as per the instructions of the Engineer -in- Charge and strictly in accordance with the CPWD general specification for civil works as ammended upto date.
2	Completion certificate shall be submitted as required under CPWD specification.
3	The contractor shall have to obtain prior approval from Engineer -in -charge before placing the order for any specific materials. The Engineer -in -Charge may approve any of the makes /Brands out of the preferred list. All the materials to be used in the work shall be got approved by the Engineer -in- charge prior to their actual in the work.
4	Bad workmanship is liable to be rejected in toto.
5	All repairs and patch works shall be neatly carried out to match with the original finish by the contractor to the entire satisfaction of the Engineer-in-charge.
6	All the debris due to the Installation work shall be cleared every now and then and site shall be kept clean by the contractor at all times.
7	The contractor or his authorized representative will have to sign the site order book and comply with the remarks therein every now and then.
8	The contractor has to make his own arrangements for the watch and ward of the materials and other installations till the installation / work is completely handed over to the department. No extra claim will be entertained on account of this. Any damage to the materials during or under storage will be to the contractors account.
9	The Materials used shall be got approved from the Engineer -in -charge. To the maximum possible extent joints through connector shall be avoided.
10	The material to be used in the work shall be procured only from authorised source / dealers /distributors and documentary evidence to this effect shall be submitted as and when desired to the Engineer -in-Charge or his representative failing which the Engineer -in -charge reserves the right to reject the materials in toto.
11	The quantites given in schedule of work for all the items are tentative. The work shall be carried as per actual requirement as approved by the Engineer -in - Charge.
12	Makes of materials to be approved by Engineer Incharge.
13	No T&P / special T&P will be issued by the department and contractor has to arrange these at his own cost. Nothing shall be paid extra on this account.
14	<b>Taxes : The contractor shall quote the rates inclusive of all Taxes including GST(WCT).</b>
15	No quantity deviation is permitted without written approval of the competent authority. Permissible deviation shall be sanctioned by the competent authority as per the agreement. Deviation beyond permissible limits shall be sanctioned by the competent authority as per the prevailing Local Market Rates only and the decisions of the department is final and binding on the contractor.
16	The contractor shall follow the safety rules, regulations and precautions, measures at site while execution of work.
17	The Engineer incharge of the work will accept or reject the work executed, according to his judgement.
(Contractor )	 27/02/2023 Executive Engineer (C)