**ChaudharyDevilalUniversity, Sirsa (Haryana).**

**TENDER DOCUMENTS**

|  |  |
| --- | --- |
| **NAME OF WORK :-** | **Construction of Dark Room in the Department of Physics, CV Raman Bhawan, CDLU, Sirsa.** |
| **APPROXIMATE COST :-** | **RS. 1.86 Lakh** |
| **EARNEST MONEY :** | **Rs. 3800/- Cont.**  **Rs. 1900/- Soc.** |
| **TIME LIMIT :-** | **3 MONTHS** |
| **DATE OF SALE OF TENDER :-** | **UP TO 5.00 P.M. ON 20.04.2017** |
| **DATE OF RECEIVING OF TENDER :-** | **21.04.2017 AT 1.00 p.m.** |
| **DATE OF OPENING OF TENDER :-** | **21.04.2017 AT 3.00 p.m.** |
| **COST OF TENDER DOCUMENT :-** | **RS. 500/-** |
| **UNIVERSITY RECEIPT No.** | **DATED** |

**ISSUED TO -**

|  |
| --- |
| **EXECUTIVE ENGINEER,**  **CHAUDHARY DEVILAL UNIVERSITY,**  **SIRSA.** |

**CONTENTS/INDEX**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No.** | **DESCRIPTION** | **PAGE NO** | |
| **From** | **To** |
|  | **NOTICE INVITING TENDERS** | **3** | **4** |
|  | **CHAPTER – 1 (BRIEF SCOPE OF WORK, NOTICE INVITING TENDER ANDINSTRUCTIONS TO THE BIDDERS)** | **5** | **10** |
|  | **Rate to be quoted by the contractor for HSR items in single %age i.e. (HSR + CP) ± %age** | **11** | **11** |
|  | **CHAPTER – 2 (STORE ISSUE RATE FOR MATERIAL)** | **12** | **13** |
|  | **CHAPTER – 3 (ELIGIBILITY CRITERIA )** | **14** | **14** |
|  | **CHAPTER – 4 (MEMORANDUM)** | **15** | **16** |
|  | **CHAPTER – 5 (DECLARATION OF CONTRACT DOCUMENT BY THE CONTRACTOR / BIDDER)** | **17** | **17** |
|  | **CHAPTER – 6 (DEFINITIONS & ABBREVIATIONS)** | **18** | **21** |
|  | **CHAPTER – 7 (CLAUSES OF CONTRACT)** | **22** | **40** |
|  | **CHAPTER – 8 (SCHEDUE OF ADDITIONAL CONDITIONS)** | **41** | **47** |
|  | **CHAPTER – 9 (LABOUR REGULATIONS)** | **48** | **50** |
|  | **CHAPTER – 10 (FAIR WAGE CLAUSE)** | **51** | **51** |
|  | **CHAPTER – 11 (RULES OF THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS)** | **52** | **56** |
|  | **CHAPTER – 12 (CEMENT REGISTER)** | **57** | **57** |
|  | **CHAPTER – 13 (LIST OF ESSENTIAL EQUIPMENT AND MACHINERY)** | **58** | **58** |
|  | **CHAPTER – 14 (EXPLANATORY NOTES (SPECIAL CONDITIONS))** | **59** | **62** |
|  | **CHAPTER – 15 (A FORM OF PERFORMANCE BANK GUARANTEE)** | **63** | **63** |
|  | **CHAPTER – 16(PERFORMA OF AGREEMENT, LETTER OF ACCEPTANCE, ISSUE OF NOTICE TO PROCEED WITH THE WORK)** | **64** | **66** |
|  | **CHAPTER – 17 (LIST OF APPROVED MAKES)** | **67** | **69** |
|  | **SCHEDULE OF DNIT (BILL OF QTY.)** | **70** | **71** |

**CHAUDHARY DEVI LAL UNIVERSITY SIRSA**

**(Established by the State Legislature Act 9 of 2003)**

**Tender Notice**

Sealed Percentage/item Rates tenders are hereby invited on behalf of the Vice-Chancellor, C.D.L.U. Sirsa from the reputed & experienced contractors/firms/L& C Societies duly approved from P.W.D.(B&R) & (P.H.) Haryana, MES, P & T, Railways, C.P.W.D. & other State/Central Govt. Deptts. on the date mentioned against work :

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr. No. | Name of work | Appx. cost (Rs. ) | E/Money Cont./Soc. (Rs.) | Cost of tender  Form | Last date of sale of tender | Date & time of receiving | Date & time of opening | Time limit |
| 1 | Construction of Dark Room in the Department of Physics, CV Raman Bhawan , CDLU, Sirsa. | 1.86 lakh | 3800/- 1900/- | 500/- | 20.04.2017 upto 5.00 p.m. | 21.04.2017 at 1.00 p.m. | 21.04.2017 at 3.00 p.m. | 3 Months |
| 2 | White Washing of 6 No. C-Type and 4 No. D-Type Houses (Phase 3) at CDLU, Sirsa. | 1.60 lakh | 3200/- 1600/- | 500/- | 20.04.2017 upto 5.00 p.m. | 21.04.2017 at 1.00 p.m. | 21.04.2017 at 3.00 p.m. | 3 Months |
| 3 | Supply of Batteries for Inverters Installed at V.C. Office, V.C. Residence and Construction Branch at CDLU, Sirsa. | 1.57 lakh | 3200/- 1600/- | 500/- | 20.04.2017 upto 5.00 p.m. | 21.04.2017 at 1.00 p.m. | 21.04.2017 at 3.00 p.m. | 1 Month |
| 4 | Re-Filling of Fire Extinguishers Installed at Various Buildings in CDLU, Sirsa. | 1.14 lakh | 2300/- 1200/- | 500/- | 20.04.2017 upto 5.00 p.m. | 21.04.2017 at 1.00 p.m. | 21.04.2017 at 3.00 p.m. | 1 Month |

**Conditions :-**

1. Earnest money shall be deposited in favour of Executive Engineer, CDLU, Sirsa in the form of DAC/FDR/DD payable at Sirsa at the time of purchase of tender.
2. Suppliers and authorized dealers/manufactures are also eligible to tender the rates for the work at Sr. No. 3 & 4.
3. The DNIT is made available in the office of the undersigned and can be seen at any time during the office hours.
4. Joint venture will not be accepted.
5. If the tender date happens to be a holiday then tender will be received and opened on next working day.
6. No condition will be accepted and conditional tenders are liable to be rejected.
7. The University reserves the right to accept or reject any of the tender without assigning any reason.
8. Contractors/societies should bring enlistment letter in original and submit photocopy of enlistment letter duly attested.
9. Tender by post/telegraphic shall outrightly be rejected.
10. Tender having conditional rebate shall be considered as invalid and shall be outrightly rejected.
11. Time limit is utmost important in this case and only those agency should come forward who can finish the work well in time.
12. Only those contractors / firms / L&C societies should come forward who have already done similar nature of work.
13. For tender documents, guide lines and other information, the interested contractors/firms /societies may contact in the office of the Executive Engineer, CDLU, Sirsa during working hours or contact on **Telephone No.01666-239803.**

**-Sd-**

**EXECUTIVE ENGINEER**

**Chaudhary Devi lal University, Sirsa (Haryana).**

**CHAPTER - 1**

**BRIEF SCOPE OF WORK, NOTICE INVITING TENDER AND**

**INSTRUCTIONS TO THE BIDDERS**

**Percentage/Item Rate Based Tender for the work of Construction of Dark Room in the Department of Physics, CV Raman Bhawan, CDLU, Sirsa.**

Sealed Percentage Rates/item rates Tenders are hereby invited on behalf of the Vice – Chancellor, C.D.L.U. Sirsa from reputed & experienced contractors/firms / L& C societies duly approved from P.W.D.(B&R) Haryana, MES, P & T, Railways, C.P.W.D. & other state/central Govt. deptts. in such jobs. The bid documents will be issued to the eligible bidders who submit their eligibility proof along with application. The tender documents shall be provided on cash payment of Rs 500/- from the office of the undersigned. Downloaded tender document shall not be acceptable. Earnest money in the shape of DAC/Demand Draft issued in favour of Executive Engineer, CDLU payable at Sirsa (Haryana) will be deposited in the office of the Executive Engineer, CDLU, Sirsa at the time of purchase of tender alongwith application requesting issue of tender by the contractor. The applicant shall not become automatically entitled for issue of tender by virtue of enclosing demand draft along with the application and accepting officer shall reserve the right to deny issue of tender document to any applicant contractor. Demand draft shall be non-refundable, if application for issue of tender document is accepted and tender documents are issued to the contractor. However, demand draft shall be returned to the applicant by the accepting officer in case tender document is not issued. The contractor shall bear the cost of bank charges for procuring and encashing the bank draft and he shall not have any claim, what so ever on this account on University if his application is not considered for issue of tender document.

**Submission of Tender**

In the absence of earnest money, tender documents/price bid will not be opened. Tender documents duly filled alongwith price Bid in an Envelope clearly marking the name of agency and name of work should be reached in the office of the Executive Engineer, CDLU on or before prescribed time alongwith proof of eligibility, if required. The tender documents will only be opened if the contractual agency fulfils the conditions.

2. **Scope of work, Completion time and Earnest money deposit**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.  No | Name of work | Brief scope of work | Completion  Time | Earnest Money |
| 1. | Construction of Dark Room in the Department of Physics, CV Raman Bhawan, CDLU, Sirsa. | As per DNIT | 3 Months | 3800/- 1900/- |

Detailed Scope of work and specifications are given in the Bid document. The quantities and scope of work can be increased or decreased by the Engineer-in-charge without assigning any reason.

3. The bidder should also have suitable qualified technical personnel, with adequate experience for management and execution of work.

4. The bid documents can be purchased from the office of the undersigned on any working day during office hours up to 5.00 p.m. and the last date of the sale of tender is 20.04.2017 upto 5.00 p.m.

5. Contractors are advised to collect and submit the Tender Documents in person.

6. The last date for submission of bids is 21.04.2017 up to 1.00 p.m. The bid of eligible bidders will be immediately opened in the presence of bidders/their representatives. In case public holiday falls on the date of opening of tenders, then the bids shall be opened on next working day.

7. Defect liability shall be for a period of one year (12 months) after the completion of work i.e. from the date of final checking, of the complete work.

**8 Time Schedule and Earnest Money Deposit**

General information on the location, scope and duration of the contract and other relevant data are attached in the **Volume II** contained with the document.

9. The Executive Engineer, CDLU, Sirsa, shall reserve the right to reject any or all the tenders without assigning any reason whatsoever and his decision shall be final and binding. No Contractor shall have any claim arising out of such action.

10. Contractors are advised to visit and examine the site where the works are to be carried out and its surrounding and obtain for themselves, on their own responsibility, all information and satisfy himself about the conditions prevalent there w.r.t execution of works as per the scope of work. No claim, whatsoever on any accounts shall be entertained by the CDLU, Sirsa in any circumstances.

11. Contractor is expected to examine all instructions, forms, terms, clauses, requirements and other information in the Tender Document. Failure to furnish all information as required in the tender document or submission of bid not substantiated to the tender documents in every respect will be at the Contractor’s risk and may result in rejection of the bid.

12. The offer shall remain open for Acceptance for a period of 120 days from the date of first opening of the tender. The earnest money shall be forfeited if the Tenderer / Contractor withdraws or modifies his offer within the validity period at his own or fails to sign the (Formal Contract) agreement after acceptance of his offer within 10 days. After the forfeiture of earnest money, the contract shall be immediately nullified.

13. Address for communication, collection and submission of bids:

TheExecutive Engineer,

ChaudharyDeviLalUniversity,

Barnala Road, Sirsa (Haryana).

Ph.: 01666-239803

14. On acceptance of the tender, the Contractor shall either himself remain available at site of work or arrange the availability of an accredited representative, legally authorized in writing at the site of work to receive instructions of the Engineer-in-charge or his representative and to ensure prompt compliance thereof.

15. The CDLU does not bind itself to accept the lowest rate or any tender and reserves to itself, the right of accepting the whole or part of the tender and Tenderer/ Contractor shall be bound to perform the same at the accepted rates.

16. Sales Tax/ VAT/ Octroi / Service Tax or any other tax on the material or the turnover shall be payable by the Contractor and CDLU will not entertain any claim in this respect. At any stage if Govt. of India/Haryana impose any new or increase the rate of present tax, the responsibility shall be held with the contractor. No payment of such type of tax will be paid by the university.

17. The Contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen’s compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act1936 Employer’s liability Act 1938, Maternity Benefits Act 1961 and the Industrial Disputes Act 1947 as applicable and the rules and regulations and amendments issued there under from time to time. Failure to do so shall amount to breach of the contract and the Engineer-in-charge may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary loss/liability arising on account of violation by him of the provision of the aforesaid Acts.

18. The Tenderer/ Contractor shall bear all costs associated with the preparation and submission of his tender and the University shall in no case be liable for these costs.

19. Each Tenderer/ Contractor shall submit only one tender for one work. Violation of this will lead to his disqualification.

20. Unless otherwise stated, the contract shall be for the whole work as described in the “Scope of Work” and the drawings. The Contractor shall be bound to complete the whole work as described in the scope of work and the approved drawings, including the additional items if any, as per drawings and instructions within the stipulated time. The certificate of completion as issued by the Engineer-in-charge shall be the conclusive proof of completion of work.

21. The tender shall be typed or written in ink and shall be signed by the Tenderer/ Contractor or a person or persons duly authorized to sign on behalf of the Tenderer/ Contractor. He shall sign all pages of the tender documents containing the entries and all corrections made there in including drawings.

22. Incomplete tenders or tenders not fulfilling any of the conditions specified above, are liable to be rejected without assigning any reason.

23. Whenever required under Government regulations, it shall be incumbent on the successful Contractor to pay stamp duty on the contract agreement, as per ruling on the date of execution of the contract agreement.

24. A set of tender documents issued for the purpose of bidding includes the following volumes, together with any Addenda thereto

* Vol.-I: Notice Inviting Tender, Instruction to Contractors and Clauses of Contract.
* Vol.-II: Price schedule (DNIT)

25. Contractors shall carefully examine the Tender Documents and fully converse themselves about all the conditions and matters, which may in any way, affect the work or the cost thereof. If the Contractor finds discrepancies or omission in the specifications or other documents or should he be in doubt as to their meaning, he may discuss with Engineer-in Charge during office hours on any working day before submitting his bid.

26. At any time prior to the deadline for submission of Bids, the Executive Engineer may, for any reason, whether at his own initiative or in response to clarification requested by prospective Contractors modify the Tender Documents by issuing Addenda.

27. Such Addenda will be sent to all prospective Contractors who have received the Tender documents and will be binding upon them .The Contractors shall duly sign and return the Addenda along with their Bids, which shall form a part of their Bids. Non-receipt of addenda by the Contractors will not form basis for any claim whatsoever.

28. In order to afford prospective Contractors reasonable time in which to take such Addenda into account in preparing their Bids, the Executive Engineer may at his discretion extend the deadline for the submission of Bids.

29. No alteration whatsoever be made in the text of the Bid form by the Contractor. Any remark/deviation or explanation should be sent in a covering letter. The contract form of agreement is bound up with other Documents so that the Contractor may know what their liability and duties are and the entire Bid form should be submitted to the Executive Engineer while submitting the Bid.

30. The Bid prepared by the Contractor and all correspondence and Documents relating to the Bid exchanged by the Contractor and the Executive Engineer shall be written in English Language. Supporting Documents and printed literature furnished by the Contractor with his Bid may be in another language provided they are accompanied by an appropriate translation of the same into English language. The failure to comply with this condition may cause rejection. For the purpose of interpretation of the Bid, the text in the English language shall prevail.

31. The price bid should be submitted as per the Price Schedule and should conform to the scope of work, specifications, make and conditions given in Volume-II. The Price Bid will contain only Price and break-up for schedule of payment. Conditional Price bid shall be rejected and Contractor will be disqualified.

32. Unless stated otherwise in the Tender Documents, the Contract shall be for the whole work as described in Vol.-II. (Scope of Work, Technical Specifications including Preliminary Drawings).

33. The Contractor shall quote for the entire works on a “single responsibility” basis such that the total price covers all the Contractor’s obligation mentioned in or to be reasonably inferred from the tender documents in respect of the design, drawings including procurement, delivery, construction, erection and completion of works. This includes all requirements under the Contractor’s responsibilities for testing and commissioning of the works.

34. The unit rates and prices shall be quoted by the Contractor entirely in Indian Rupees. All payments to the successful Contractor under the proposed contract shall be made entirely in Indian Rupees (Rs.).

35. No interest shall be paid on Earnest Money/Security Deposit.

36. In exceptional circumstances, prior to expiry of the original Bid validity period, the Executive Engineer may request the Contractor for a specified extension in the period of validity. The request and the response there-to shall be made in writing. A Contractor agreeing to the request will not be permitted to modify his bid on his own but will be required to extend the validity of his Bid and Bid Security correspondingly.

The provision regarding discharge and forfeiture of bid security shall continuously apply during the extended period of bid validity.

37. If the Bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding power of Attorney for signing the Bid in which case a certified copy of the Power of Attorney shall accompany the Bid.

38. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.

39. To assist him in the examination, evaluation, and comparison of Bids, the Executive Engineer may ask Contractors individually for clarification of their Bids including breakdown of unit rates / prices. The request for clarification and the response shall be in the writing, but no change in the prices or substance shall be sought, offered or permitted on Contractors desire except as required to confirm the correction of arithmetical errors discovered by the Executive Engineer during the evaluation of Bids.

40. Bids determined to be substantially responsive will be checked by the Executive Engineer for any arithmetical errors in computation and summation. Error will be corrected by the Executive Engineer as follows:

Where there is a discrepancy between amount in figures and in words, lower amount will govern.

41. One set of drawings and all other documents relating to the works under contract shall be kept it the site office and made readily available for discussions, examinations of the Engineer or his representatives alongwith the testing equipment and machinery.

42. As soon as the allotment letter is issued to the Contractor/ Bidder, he will submit to the Engineer-in-Charge his program to complete the works by the time indicated in the contract, in the form of a Bar Chart for review of the Engineer-in-Charge and make suggested modifications before his approval of the same. The approved bar chart shall be diligently and strictly followed with a view to complete the works as per schedule. The progress & planning of works shall be reviewed from time to time and he may modify the same depending upon the exigencies of the work and stage of the works.

43. Contractor/ bidder is advised to read carefully all chapters and give complete information regarding his proposals, substantiating the same with calculations, drawings literature, with clear reference to any standards adopted (which are not mentioned in the tender), in such manner that there is no ambiguity or nothing is left to chance. All relevant information, so as to make the proposal understandable shall be given. Vague remarks and remarks like “will be given later” are not acceptable. If in the opinion of the Engineer-in-charge, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the tender on technical grounds.

44. Contractor/ bidder shall note that this is a Percentage/Item rate tender. The Contractor shall give rate as per volume - II for evaluation of tender and to facilitate schedule of payments. However, his proposal is subject to scrutiny and approval. He shall therefore take utmost precaution to offer very standard

Equipment manufactured by only reputed manufacturers (wherever the makes are specified in the DNIT, the same shall be offered).

45. The Contractor should note that after the tenders are opened, all modifications, corrections, changes shall be carried out entirely to the satisfaction of the Engineer-in-Charge at no extra cost to CDLU, Sirsa. The Contractor/ bidder shall not be allowed to change the price quoted on his own.

46. All the equipment/machinery supplied shall be guaranteed for Six (6) months after the commissioning of work. All defects shall be rectified to the entire satisfaction of the Engineer-in-charge. Damaged or non-working parts shall be replaced at no extra cost to CDLU, Sirsa. Defect liability shall be for a period of minimum 1 year after the completion of work i.e. from the date of final checking testing and commissioning of the complete work.

47. Electric Connection or generator set required for the execution of work shall be arranged by the Contractor/ bidder at his own expenses.

48. No claim shall be entertained if the work has to be curtailed/stopped due to any unavoidable circumstances.

49. The tender should accompany the partnership deed or registration certificate of the firm or company as the case may be.

50. Details of estimate as per schedule attached from page 70 to 71.

Total estimated Cost Rs. 1.86 lakh.

**Rates to be quoted here by the contractor for HSR items**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Sr. No. | Sub Head of Estimate | Rate | Per | Item No. Estimate | Sub Head  of Rate |
|  | Note:  1. The contractor should quote here for all HSR items i.e. Civil P.H. & E.I. in single %age above or below (HSR+CP)  i.e. (HSR + CP) ± \_\_%age  2. For NS items contractor should quote rates in Bill of qty against each item separately |  |  |  |  |

Certified that this D.N.I.T. contains 71 pages.

51. This tender documents issued by this office contains page 1 to 71.

HDM Witness Executive Engineer

**CHAPTER – 2**

Schedule showing (approximately) material to be supplied from the University Construction Division for works contracted to be executed and the Rates at which they are to be charged for.

**Particulars Rates at which the material Place of delivery**

**will be issued to contractor**

The following materials will be issued Ex.University store at the Rates shown against each plus 3% storage charges.

|  |  |  |
| --- | --- | --- |
| 1. | Ordinary Portland/Pozzolana Portland cement Packed in gunny bags/paper bags. | @ Rs. …………N/A……………………  per bag including Storage charges. |
| 2. | Mild Steel ‘Tor’ bard (all dia) | @ Rs. ……N/A………………….  (For metric Tonne) |
| 3. | Mild/TMT bars (All dia) | @ Rs…………… N/A …………………  (For metric Tonne) |
| 4. | Bitumen 80/100 Penetration | @ Rs…………… N/A …………………  (For Metric Tonne) |

**CONDITIONS**

1. Cement will be supplied to the contractor in standard packing in bags as received from the Suppliers.
2. The issue of cement bags shall be governed as per latest l.S.1. Code.
3. No claim whatsoever on account of delay in supply of the above material will be entertained by the University.
4. No claim will be entertained for damage or loss of material in custody of the contractor due to rains, floods or any other act of God.

5

Note :- The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to submission of the tender.

**BROAD SEPECIFICATION/CONDITION OF VARIOUS MATERIAL TO BE ARRANGED AND USED BY THE CONTRACTOR / BIDDER**

1. STEEL

The steel to be used for the work shall be T.M.T. steel as per I.S. 1786. Fe. 415 the same will be purchased by the agency from either of the companies SAIL, TATA, RNIL, TISCON & IISCO.

2. Cement

I.S.I marked 43 grade ordinary Portland cements as per I.S. 8112 (latest) packed in conventional Jute/HDPE bags of 50 kg. each from the reputed firm from Birla, J.K., Ambuja. J.P., Shree or equivalent is to be used by the Contractor.

3. Test certificates from Shri Ram Test House or any other approved test centre by Engineer shall be supplied by the agency for each lot of material and the cost thereof shall be borne by the agency.

4. Payment of items involving use of cement, steel will be made to the agency only if original voucher or bill of purchase is supplied to the Engineer-in-Charge.

5. No Payment of items involving use of cement steel and other material will be made to the agency if is brought from any other manufacturer other than mentioned in this DNIT and item thus executed will be rejected and no payment will be made for such items.

6. Marble, Dholpur, Kotah or any other type of stone should be used in the work as approved by the Engineer-in-Charge.

7. In case factory manufactured items, the contractor will get the name of manufactures and a warranty certificate in favour of Engineer-in-Charge. In case of doors shutters the type of wood used shall also be given by the manufacturer.

8. All material which will be brought to the site either should be got tested at site or a test certificate from the manufacturing will be produced by the contractor. In case Engineer-­in-Charge is not satisfied with certificate produced by the contractor then the material will be sent to a reputed laboratory for testing as desired by the Engineer-in-Charge and charges there of shall be borne by the Engineer-in-Charge and if the result of the laboratory viz-a-viz to test certificate are satisfactory.

9. In case sample is not found up to the specification than the testing expenditure will be borne by the agency and material is to be replaced.

10. If test certificate is not produced by the contractor/manufacturer the same will be got tested at the frequency as in I.S. code/laboratory manual/PWD specification and entire expenditure will be borne by the agency.

**CHAPTER – 3**

Eligibility criteria

1 Contractors/societies will produce the enlistment letter in original and submit photocopy of enlistment letter duly attested at the time of purchase of tender.

1. Contractor/Societies should have enough experience in similar type of work.

CHAPTER - 4

#### MEMORANDUM ON ESTIMATED COST, EARNEST MONEY DEPOSIT, SECURITY

#### DEPOSIT, PERFORMANCE GUARANTEE DEPOSIT

**FOR**

PERCENTAGE/ITEM RATE TENDER FOR WORKS

I/we hereby offer to execute for the CDLU, Sirsa the work, specified in the under written Memorandum within the time specified in such memorandum at PERCENTAGE/ITEM RATE Basis entered in the Price Schedule (Vol.-II) referred to the “Notice Inviting Tender” and annexed here to and in accordance with all respects, with the specifications, design, drawings and instructions in writing and “Conditions of Contract” and with such material as are provided for and in all other respects in accordance with such conditions so far as applicable.

**Memorandum**

General description

**Name of work:- Construction of Dark Room in the Department of Physics, CV Raman Bhawan, CDLU, Sirsa.**

a) Estimated amount Rs. 1.86 lakh

b) Earnest money 2 % of the amount of work i.e. Rs. 3800/-, 1900/-

c) Security deposit 10 % shall be deducted from running bills subject to maxim 5% of the agreement amount.

d) Time period 3 Months.

e) Taxation Percentage if any to be deducted from running bills. Income Tax, Work Tax and any surcharge or any other tax as applicable from time to time.

1% cess shall be charged.

Should this offer be accepted in whole or in part, I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract and all the terms provisions contained in the detailed “Notice Inviting Tender” and /or in default there to forfeit and pay to CDLU, Sirsa or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is hereby forwarded in the shape of crossed demand draft No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_\_drawn in favour of EXECUTIVE ENGINEER CDLU, Sirsa payable at Sirsa as Earnest money.

I/we agree that the full value of Earnest money will be forfeited without prejudice to any other right of remedies to the CDLU, SIRSA or his successor in office, should I/we (i) withdraw or modify

my/our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer within 10 days or (iii) fail to commence the work within time specified in the issue of acceptance of my/our offer, otherwise the said Earnest money shall be retained by CDLU, Sirsa towards security deposit against clause (b) of the above memorandum.

Dated -------------------------------- Signature of the Contractor/ bidder.

Witness ------------------------------------------ Address -------------------------------

Address ------------------------------------------ -------------------------------

Occupation ---------------------------------------- Telephone --------------

The above offer is hereby accepted by me on behalf of the Vice – Chancellor, CDLU, Sirsa (Haryana).

**Signature**

**Designation:**

**Dated --------------------------------**

CHAPTER - 5

DECLARATION OF CONTRACT DOCUMENT BY THE CONTRACTOR/ BIDDER

1. I/we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have read the general and special conditions of the contract which are appended to the Bid and I/we agree to the conditions laid therein if the contract is awarded to me/us.

2. I/we have also read the specifications, studied the preliminary drawings, understood the scope of work included in the Bid and to be executed by us.

3. I/we have visited the site of works and am/are well acquainted with the local practices, availability of the materials and labour and their prevailing market rates

4. I/we agree to abide by the University rules regarding deductions made in the bills like income tax, sales tax, security deposits etc.

5. I/we shall not ask for revision of rates due to any escalations in rates of materials or labour in the rates quoted by me/us in this offer through out the period of construction and completion of the works.

6. I/we undertake to complete the works and hand-over the same within the stipulated/allotted time for the completion of the works in good workmanlike manner. We further undertake to operate and maintain the assets created under this contract for a period of one year from the date of completion/acceptance which ever is later.

7. The Price Offer is valid for a period of 120 days from the date of first opening of tender.

8. I/we stand guarantee for the rectification of the defects in the works if any to the full satisfaction of the Engineer-in Charge as per clauses of agreement.

9. I/we have no doubts or un-cleared ambiguities regarding the specifications, details in the preliminary engineering drawings, scope of the works, and have fully understood our responsibilities in executing and completing the works to the full satisfaction of the CDLU, Sirsa.

10. I/we have based our Bid rates having the full knowledge of the statements and facts.

Place: ----------------------- Signature ---------------------

Date: ------------------------ Name --------------------------

Address -----------------------------------------------------

Witness:

Name --------------------------------------------------------

Address------------------------------------------------------

CHAPTER - 6

DEFINITIONS AND ABBREVIATIONS

Definitions

In this contract as here in after defined, the following words and expressions shall have the meanings hereby as­signed to them (except where the context requires otherwise):

1. The ”Work” means the works as *desired* in the tender documents issued for the purpose of bidding.
2. The “Contract” means the documents forming the tendered offer and acceptance there of constituting a binding contract between the CDLU, Sirsa, and the Contractor/ bidder. The tender documents including the conditions, the preliminary/approved engineering drawings, design and specifications supplemented with instructions issued from time to time by the Engineer-in-charge shall be binding on the parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
3. The “Common Schedule of rates“ Shall mean a last printed document containing rates of different items of works pertaining to different Branches of PWD i.e. Irrigation, B&R (Building & Roads Branch) and Public Health Branch and approved by the committee on direction of Chief Engineers of these PWD Branches and the Haryana Government.
4. Completed works shall mean the work completed in all respect as per laid down specifications, approved drawings, approved NIT to the entire satisfaction of the Engineer-in-charge.
5. The “Contractor/ bidder” shall mean the individual or firm or company whether incorporated or not undertaking the work and shall include the legal personal representative or the persons comprising such firm or company or the successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
6. The “Completion date” is the date when the Engineer-in-charge certifies that the work has been completed satisfactorily.
7. “Communication between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.
8. “Days & months” are calendar days and calendar months.
9. “CDLU, SIRSA” means ChaudharyDeviLalUniversity, Sirsa .
10. Owner’ or ‘University’ or ‘Client’ means ChaudharyDeviLalUniversity, Sirsa (CDLU), Sirsa (Haryana).
11. The “Engineer-in-charge “ mean the Executive Engineer who shall supervise the work and administer the contract with the assistance of his authorized subordinates who shall be in-charge of the work and who shall sign the contract on behalf of the CDLU, SIRSA.
12. “Vice – Chancellor” means the Vice – Chancellor of CDLU, SIRSA (Haryana).
13. Registrar means the registrar of CDLU, Sirsa (Haryana).
14. The “Site” shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allowed to be used for the purpose of carrying out the contract.
15. The “Start date” is the date when contract came in to existence upon the issue of “letter of acceptance” by the Engineer-in-Charge and as notified in the letter of allotment.
16. “Scope of Work” shall mean the items of work to be executed at site of work pertaining to work allotted to the Contractor/ bidder.
17. The “Works or work” shall unless the context otherwise requires mean what the Contractor/ bidder is required to execute and hand over the same to CDLU, SIRSA.
18. “Sub-contractor” means any person, firm or company other than the Contractor/ bidder named in the contract for any part of the work, or any person to whom any of the works /part of the works included in the contract has been sublet by the Contractor/ bidder with the consent in writing of the Engineer-in-Charge.
19. ‘Tender’ means the documents issued by CDLU, SIRSA,
20. ‘Bid’ means the documents submitted by Contractor/ bidder to whom tender has been issued.
21. ‘Contractor’ means the Contractor/ bidder/agency who submits the bid against the invitation for bid.
22. ‘Award’ means the written acceptance of bid by the CDLU, SIRSA, to the successful Contractor.
23. The words University and Executive Engineer, CDLU, Sirsa and his representatives have been used interchangeably at places and mean the same, i.e., the Engineer, or his representatives.
24. “Consultant” means the consultant appointed by the CDLU, SIRSA for the purpose of providing consultancy services.
25. “Government” means the Govt. of India/Govt. of Haryana.
26. “Drawings” means the drawings referred to in the list of drawings attached to the tender and any modification of such drawings approved/issued in writing by the Engineer-in-charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer.
27. The “contract sum” means the sum identified in the contract for the completion of works as per contract.
28. “Contractor/ bidder’s equipment” means all appliances or machinery of whatsoever nature materials or other things intended to form or forming part of the works.
29. “Portion of the work” means a part of the work or section of the work.
30. “Specifications” and “particular specifications” means the regulating guidelines contained in the Haryana PWD specifica­tions, Manual of Sewerage and Sewage Treatment, Manual on Water Supply and Treatment published by the Central Public Health and Environmental Engineering Organization (CPHEEO) under the Ministry of Works and Housing, Indian Standard specifications and codes, all of latest editions and those contained in the tender documents and also those based on good engineering practices.
31. “Time for completion” means the time as stipulated for completion of the works or any section or portion there-of as stated in the contract or as extended under clause and shall be calculated from the date specified in the contract. It will be the date when the contract enters into force for fulfillment of any obligation as per necessary legal, finan­cial or administrative requirements.
32. “Defect liability period” i.e. minimum 12 months means the period after actual completion of work as mentioned in clause 7 of Chapter ‘A’ during which the Contractor/ bidder will carry the full liability to make good to the complete satisfaction of the Engineer-in-Charge, any defects in the completed work or any bad work.
33. “Cost” means the amount which shall be deemed to include all overhead costs whether incurred on or off the site, all taxes, excise duties, royalties etc. as applicable on the materials, labour or any other item which is required to complete the works.
34. “Temporary Works” mean temporary works of every kind required in or about the execution of works.
35. “Permanent Works” mean the permanent works to be executed and maintained in accordance with the Contract.
36. “Construction / Working Drawing of a particular component / item / equipment of the means the detailed engineering drawing of that item submitted by the Contractor/ bidder and approved by the Engineer-in-charge, CDLU, SIRSA, prior to construction / fabrication / erection of that component, and based on which the same shall be carried out.
37. “As-built Drawing of a particular component / item / equipment means the engineering drawing submitted by the Contractor/ bidder prior to commissioning, showing the actual details on which the construction / fabrication / erection of that particular item has been carried out.

Note: - In interpreting these “Clauses of contract” singular also means plural, male means female and vice versa.

Abbreviations

The abbreviations used in the tender documents or any other correspondence will stand for the full forms given as under:

AAP = Alarm Annunciation Panels

AC = Asbestos Cement

ACB = Air Circuit Breaker

CDLU = ChaudharyDeviLalUniversity

CI = Cast Iron.

CPCB = Central Pollution Control Board

CPHEEO = Central Public Health and Environment Engg. Organization

DG = Diesel Generator

DI = Ductile Iron

DPR = Detailed Project Report

E&M = Electrical and Mechanical

FSL = Full Supply Level

GL = Ground Level

GOI = Government of India

GSW = Glazed Stone Ware

HDPE = High Density Polyethylene

HFL = Highest Flood Level

HRT = Hydraulic Retention Time

LPCD = Litres per Capita per Day

MLD = Million Litres Per Day

MOEF = Ministry of Environment and Forests

MPS = Main Pumping Station

MS = Mild Steel

MSL = Mean Sea Level

O&M = Operation and Maintenance

OHSR = Over Head Service Reservoir

PFR = Project Feasibility Report

PIDB = Punjab Infrastructure Development Board.

RCC = Reinforced, Cement Concrete.

SS = Stainless Steel

STP = Sewage Treatment Plant

T&P = Tools and plant

TOR = Terms of Reference

SW = Stoneware

CHAPTER - 7

CLAUSES OF CONTRACT

**CLAUSE-1**

For all works, 10% security shall be deducted from running bills subject to a maximum 5% of the agreement amount

The person/ persons whose tender may be accepted (hereinafter called the contractor) shall permit University at the time of making any payment to him for work done under the contract to deduct such sun as will (with the earnest money deposited by him) amount to 10% from running bills subject to a maximum 5% of the agreement amount after affording credit for the initial (Earnest money). One-half of the security deposit will be refunded on completion of the work as certified by the Engineer-in-charge with respect to satisfactory removal of all defects, imperfections, short comings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer-in-charge would be conclusive and if the final bill is in plus and the other half will be released on the immediate expiry of defect liability period of 12 months from the date of completion of work and after removal of all defects, imperfections and shortcomings that may be noticed during this period, to the entire satisfaction of the Engineer-in-charge Such deductions shall be held by University by way of security deposit. All compensation or other sums of money payable by the contractor to the University under the terms of this contract may be deducted from the security deposit account or from any sums which may be due or may become due to the contractor by University on any account whatsoever. In the event of his security deposit being reduced by reason of any such deduction, the contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from his security deposit.

CLAUSE- 2

Compensation for delay.

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date of issue of the allotment letter. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time deemed to be the essence of the contract on the part of the Contractor) and the con­tractor shall pay as compensation an amount equal to one percent, which the Executive Engineer may levy, on the amount of the estimated cost of the whole work as shown in the tender for every day the work remains incomplete or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in the case in which the time allowed for any work exceed one month to complete, one-fourth of whole of the work before one-fourth of the whole time allowed under the contract has elapsed: one-half of the work before one half at such time has elapsed, three-fourths of the work before three-fourths of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, which the Engineer-in-charge may levy, on the said estimated cost of the work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender. The Vice-Chancellor may, on representation from the contractor reduce the amount of compensation and his decision in writing shall be final

CLAUSE- 3

In any case in which under any clause or clauses of contract the contractor shall have rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in one sum or deducted by installments) the Engineer-in-Charge on behalf of the University shall have power to adopt any of the following courses, as he may deem best suited to the interests of University.

Action when whole of this security deposit is forfeited.

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be con­clusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of University.

(b) To employ labour paid by the University and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Engineer­-in-Charge shall be final and conclusive against the contractor), and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor. .

(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by University under the contract or otherwise or from his security deposit or the proceeds of sale there of or a sufficient part thereof.

In the event of any of the above courses being adopted by the

Engineer-in-Charge the contractor shall have no claim to com­pensation for any loss sustained by him by reason of his having purchased or procured any material, or entered any engagements, or made any advances on account of or with a view to execution or the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to actually performed under this contract unless and until the Engineer-in-Charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

CLAUSE - 4

Contractor remains liable to pay compensation if action not taken under clause 3

In any case in which any of the power, conferred upon the Engineer-in-Charge by clause 3 hereof, shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power, shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future.

Compensation shall remain unaffected. In the event of the Engineer-in­-charge putting in force either of the power(a) or (c) vested in him under the preceding clause he may, if he so desires; take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engi­neer-in-Charge whose certificate thereof shall be final otherwise the En­gineer-in-Charge may, by notice in writing to contractor or his clerk of the works, foreman other authorized agent, require him to remove such tools, plant materials, or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer-in-charge as to the expense of any such removal, and the amount of the proceeds and expense and of any such sale shall be final and conclusive against the Contractor.

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CLAUSE - 5 Extension of Time

Execution of time

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-charge within 30 days, of the date of hindrance on ac­count of which he desire such extension as aforesaid and the Engineer-­in-charge shall, if in his opinion (which shall be final) reasonable ground be shown therefore, authorize, such extension of time, for works upto his competency & recommends the same for the works beyond his competency to the Vice-chancellor whose order shall be final.

CLAUSE - 5 (a) During the continuance of the Work, the Contractor shall deliver in the office of the Executive Engineer, on or before the 10th day of every month, a return showing details of any work claimed for as extra and such return shall also contain the value of such work as claimed by the Contractor, which value shall be based upon the rates and prices mentioned in the contract or in the Haryana Schedule of Rates read with the premiums fixed by the Central Zonal Committee on the approval of Direction Committee of Chief Engineers as in force on the date of submission of the tender (these two documents read together to be hereinafter referred as HSR). The Contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at the date thereof he has or may claim to have against the Government under or in respect of or in any manner arising out of the execution of work. The Contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claims not so included whatsoever be the circumstances.

Contractor to submit return every month any works clamed as extra.

• District rates mean the Sirsa Distt. Rate of the Haryana P.W.D. schedule of rate 1988 issued by Chief Engineer Haryana PW.D.B&R.

CLAUSE - 6

Within ten days of the completion of work, the Contractor/ bidder shall give notice of such completion to the Engineer-in-charge & within 10 days of the receipt of such notice, the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the Contractor/ bidder with a certificate of completion, otherwise a provisional certificate of completion indicating the defects (a) to be rectified by the Contractor/ bidder and/or (b) for which payment will be made at reduced rates shall be issued. However no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the Contractor/ bidder shall have removed from the premises on which the work has been executed, all scaffolding, surplus material, rubbish and all huts & sanitary arrangements set-up for his labour on the site and cleaned of the dirt from all wood-work, doors and windows walls, floor or other parts of the building in upon or about which the work is to be executed or of which he may have had possession for the purpose of execution there of and not until the works shall have been measured by the Engineer-in-charge. If the Contractor/ bidder shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangements and cleaning off as aforesaid before the date fixed for the completion of work, the Engineer-in-charge may, at the expense of the Contractor/ bidder get cleared off such dirt as aforesaid and the Contractor/ bidder shall forth will pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials so aforesaid except for any sum actually realized by the sale proceed thereof.

Completion Certificate

CLAUSE – 7

Payment on Intermediate Certificates Regarded as Advances

No payment shall be made for a work estimated to cost less than rupees twenty thousands till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty thousands, the Contractor/ bidder shall, on submitting a bill there-of, be entitled to receive a monthly payment proportionate to the part thereof the time limit than executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum payable shall be final and conclusive against the Contractor/ bidder. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the occurring of any claim nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlements and adjustment of the accounts or otherwise or in any other way, vary or affect the contract . The final bills shall be submitted by the Contractor/ bidder within one month of the date fixed for completion of the work, otherwise the certificate of the Engineer-in-charge as regards measurements and the total amount payable for the work shall be final and binding.

CLAUSE- 8

Bills to be Submitted Monthly

A bill shall be submitted by the contactor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous months, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted, is possible before the expiry of ten days from the presentation of the bill. If the con­tractor does not submit the bill within the time fixed as aforesaid, the Engi­neer-in-Charge may depute a subordinate to measure the work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant; and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects. A bill, which is not accompanied with the above documents, shall not be entertained.

CLAUSE- 9

Bills to be on printed forms

The contractor shall submit all bills on the printed forms to be had on application form the office of the Engineer-in charge, and the charges in the bills shall ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE-10

In all works costing more then Rs. – 25 lac, all the material i. e. cement, TMT steel, pipe etc shall be arranged by the contractor however in the work costing less then Rs. – 25.00 lac, the material shall be arranged by the contractor except cement which will be issued by the university from its store.

Stores supplied by University

If it is required that the Contractor shall use certain store to be provided by the Engineer \_ in - charge, the Contractor shall be supplied with such materials and stores at such prices as specified in the Schedule attached hereto. The Contractor shall be supplied with such materials and stores required from time to. time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said Schedule may be set off or deducted from any sums then due or thereafter to become due to the Contractor under the contract, or otherwise against or from the security deposit. All materials supplied to the Contractor shall remain the property of the Contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer - in - charge, and shall at all times be open to inspection by him.

Any such materials remaining unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the Engineer - in - charge's store. But the Contractor shall not be entitled to return any such materials unless the Engineer-in-charge consents such return, and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage or damage to any such materials.

CLAUSE-10 – A Inspection of Material

Inspection of material except cement to be arranged by the contractor, for bonafide use on this work, will be conducted at manufacturer’s premises at bidder’s cost. Inspection of cement shall be carried out at site of work.

The inspection of the material shall be carried out by an officer dully authorized by the Executive Engineer, CDLU, Sirsa. The Engineer-in-charge will also have the right to get the material inspected from 3rd party at the bidder cost, as detailed in volume-II clause 12.11.

CLAUSE-10- B Secured Advance

The Contractor/ bidder on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid, during the execution of work up to 75% of the estimated value of any materials, except cement and sand which in the opinion of the Engineer-in-Charge is non-perishable ,under relevant codal rules of Haryana PWD of the contract and which have been procured and adequately stored against damage, but which have not been incorporated in work at the time of making advance. Its recovery shall be made from running bills as per provision in the relevant rules. The ownership of such material shall be deemed to vest in CDLU, SIRSA for which the contractor has submitted an indemnity bond in an acceptable format.

CLAUSE-11 Work to be executed in Accordance with Specifications, Drawings etc.

The Contractor/ bidder shall execute the whole and every part of the work in the most substantial and workman like manner both as regards, materials and labour and otherwise in every respect in strict accordance with Haryana PWD’s specifications latest edition. The Contractor/ bidder shall also conform exactly, fully and faithfully to the designs, approved drawings and instructions in writing, relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the Contractor/ bidder shall be entitled to have access during the office hours or on the site of work. The Contractor shall be furnished free of charge one copy of all such drawings and such specifications as are not included in the printed Haryana PWD specification. He shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the drawings designs, specifications and instructions as aforesaid.

For ensuring the requisite quality of construction, the materials used in works shall be subjected to quality control tests for materials and workmanship tests as laid down in Haryana PWD Specifications as amended from time to time or relevant standards laid down by the bureau of Indian Standards or instructions issued by the EE, CDLU, SIRSA. The Contractors shall provide all help and assistance in proceeding with required tests.

The Contractor/ bidder shall set up a quality control field laboratory equipped at least with the test equipment indicated into these “conditions of contract” Chapter-G and employed trained and staff to carry out periodical tests as per directions and procedures laid down in Haryana PWD specification/relevant IS Codes. The records shall be maintained in the prescribed formats and copies thereof covering the work done each month shall be submitted with the bills.

CLAUSE -11A Removal of Employees/Workmen

The Engineer-in-Charge shall have full powers at all times to object to the employment of any workman, foreman or other employee on the work by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the works, the contractor shall comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-Charge shall be re-em­ployed or reinstated on the works by the contractor at any time, except with the previous approval in writing of the Engineer-in-Charge

The contractor shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such workman, fore-man or other employee.

CLAUSE -12 Alterations in Specification & Designs

Do not invalidate contract

Extension of time in consequence alterations.

The Engineer-in Charge shall have power to make any alterations, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of work, and the Contractor/ bidder shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer-in-Charge. Such alterations/additions or substitutions shall not invalidate the contract and any altered additional or substituted work shall be carried out by the Contractor/ bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in tender for the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer-in- Charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work shall be determined in accordance with the following provision in their respective order:

1. If the rates for the additional, altered or substituted work are specified in the contract for the work, the Contractor/ bidder is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
2. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
3. If the rates cannot be determined as provided in the (i) and (ii) above, then such work shall be paid at the rates entered in the common schedule of the rates minus/plus the percentage rate at which the bids has been accepted.
4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i), (ii) and (iii) above, then the Contractor/ bidder shall within 7 days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate or rates which he intends to charge for such class of work supported by analysis of the rate in support of rates/claimed. The Engineer-in-Charge shall determine the rates or rate on the basis of prevalent market rates and pay the Contractor/ bidder accordingly.

However the Engineer-in-Charge, by notice in writing, will be at liberty to cancel the order given to the Contractor/ bidder to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the Contractor/ bidder shall have commenced work or incurred any expenditure in regard there to before the rates shall have been so determined, then in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of dispute, the decision of the Vice – Chancellor, CDLU, Sirsa shall be final.

Rates for works not in estimate, or schedule of rates of the district.

CLAUSE -13

If at any time, after the commencement of the work, the CDLU, SIRSA shall for any reason whatsoever not require the whole or part thereof as specified in the contract to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor/ bidder, who shall have no claim to any payment or 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 alternation having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated. The contractor shall not be entitled for any compensation/claim in case the work has to be temporarily stopped by the Engineer-in-charge on account of any genuine cause.

No Compensation for Alteration in or Restriction in Works to be carried out.

CLAUSE -14

Action and Compensation Payable in case of Bad Work

If it shall appear to the Engineer-in-Charge, or his subordinate in-charge of that work, that any work has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description or that any articles or materials provided by the Contractor/ bidder for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance, with the contract, the Contractor/ bidder, shall on demand in writing by the Engineer-in-Charge specifying the work, materials or articles complained of, not withstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so, within a period to be specified by the Engineer-in-Charge, in his demand aforesaid, the Contractor/ bidder shall be liable to pay compensation at the rate of 1% of the estimated amount of that bad work for every week not exceeding 10 weeks, while his failure to do so shall continue and in the case of such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at risk and expense in all respects of the Contractor/ bidder.

CLAUSE -15

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his senior/sub-ordinates and the Contractor/ bidder shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his senior/subordinates to visit the works shall have been given to the Contractor/ bidder, either himself be present to receive orders and instructions or have a responsible agent, dully accredited in writing, present for that purpose. Orders given to the Contractor/ bidder’s agents shall be considered to have the same force as if they had been given to the Contractor/ bidder himself.

Works to be Open for Inspection

Contractor or responsible agent to be present.

CLAUSE -16

Notice to be given before Work is Covered-up

The Contractor/ bidder shall give not less than ten days notice in writing to the Engineer-in-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach or measurement any work in order that the same may be measured and correct dimensions thereof any be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at the Contractor/ bidder’s expense or in default thereof no payment or allowance shall be made for such work or of the material with which the same was executed.

CLAUSE -17

Liability for Damage and Imperfection for six Months after Certificate

If the Contractor/ bidder or his workmen shall break, deface, injure or destroy any part of a building in which he may be working or any building, road, fence enclosure or green grasslands, water pipes, cables, drains, electric or telephone posts or wires, trees or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatsoever of any defect, imperfection or other faults appear in the work within six months after a certificate final or other of its completion shall have been given by the Engineer-in-Charge, the Contractor/ bidder shall make the same good at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses incurred both on labour and material (for which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then due or any other, thereafter may become due to the Contractor/ bidder from his security deposit.

CLAUSE –18 Contractor/ bidder to Supply Materials, Plant, Scaffolding

The Contractor/ bidder shall arrange and supply at his own cost all material ((except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there­fore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceed of sale thereof, or of sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of Defense of every suits, 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 away damages, and costs which may be awarded in any suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

CLAUSE -19 Labour Laws

The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labou8r and for their payment, housing, feeding and transport. The contractor, shall if required by the Engineer-in-Charge, deliver him a return in detail at specified intervals showing the staff and the numbers of several classes of labour from time employed by the contractor for the work. The contractor shall abide at all times by all applicable labour laws and rules made there-under, regulations, notifications and bye-laws of the state or Union Government or Local Authority. The contractor shall keep the Government indemnified in case any action is taken against the Government on account of contravention of any of the provisions of any Act or rules or regulations etc. The Engineer-in-Charge shall have full powers, at all times, to object to the employment of any staff or workman on the works by the contractor. If the contractor shall receive notice in writing from the Engineer-in-Charge requesting the removal of any such person or persons from the work, the contractor shall comply with the request forthwith. No such person shall be re-employed or reinstated on works by the contractor at any time except with the previous approval in writing of the Engineer-in-Charge. The contractor shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such person.

No female labour shall be employed within the limits of cantonment.

No labourers below the age of 12 years shall be employed on the work.

The contractor shall pay his labourers not less than the wages paid for similar work in the neighborhood.

The Contractor/ bidder shall comply with all the provisions of Minimum Wages Act 1948, Workmen’s Compensation Act 1923, Contract Labour (Regulation & Abolition) Act 1970 and the rules framed there under, the payment of Wages Act 1936, Employees Liability Act 1938, Maternity Benefits Act 1961, the Apprentices Act 1961 and rules framed there under and the Industrial Disputes 1947. He shall also make satisfactory arrangements for labour huts, protection of health and sanitary arrangements for the workmen employed on the work.

For Women labourers the Contractor shall arrange for the medical as well as crèche facility for their children & provide separate toilet lavatory arrangement for the women. Also lodging facilities for women & their children should be separate if these are arranged for the labourers.

In every case in which by virtue of provisions of the Contract Labour (Regulation and Abolition) Act 1970 and of the contract labour rules, CDLU, SIRSA is obliged to pay any amount of wages to a workmen employed by the Contractor/ bidder in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under the PWD, Contractors labour regulations or under the rules framed by the Haryana Govt. from time to time for the protection of health and sanitary arrangements for worker employed by the Contractor/ bidder. The CDLU, SIRSA will recover from the Contractor/ bidder, the amount of wages so paid or the expenditure so incurred under without prejudice to the rights of the CDLU, SIRSA. , under section 20 subsection (2) and section 21 subsection (4) of the contract labour (Regulations and Abolition) Act 1970. CDLU, SIRSA shall be at liberty to recover such amount or any part thereof by deducting it from the security deposited or from any sum due to CDLU, SIRSA to the Contractor/ bidder whether under this contract or otherwise. CDLU, SIRSA shall not be bound to contest any claim made against it under section 20 subsection (1) and section 21 subsection (4) of the said Act except on the written request of the Contractor/ bidder and upon his giving to the CDLU, SIRSA full security for all costs for which the CDLU, SIRSA might become liable in contesting such claim.

CLAUSE -20 Work on Sundays

No work shall be done on Sundays without the sanction in writing of the Engineer-in-Charge

CLAUSE -20 (A)

Contractor/ bidder Liable for Payment of Compensation to Injured Workman or in Case of Death to his relations.

In every case in which by virtue of the provisions of section, 12, sub-section (1) of the Workmen's Compensation Act, 1923, ­University is obliged to pay compensation to a workman employed by the contractor, in execution of the work, University will recover from the Contractor the amount of the compensation so paid; and without prejudice to the rights of University under section 12, Sub-section (2) of the said Act, University 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 University to the contractor whether under this contract or other- wise.

University shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to University full security for all costs for which University might become liable in consequence of contesting such claim

CLAUSE –21

The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall sublet. assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift loan perquisite reward or advantage, pecuniary or otherwise, shall either directly, or in-directly be given promised, or offered by the contractor, or any of his servants or agents to any officer or person in the employ of University in anyway relating to his office or employment if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University, and the same consequences shall ensure as if the contract had been rescinded under Clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Contract may be rescinded and security deposit for feited for subletting, bribing or if contractor becomes insolvent.

Work not to be sublet

CLAUSE -22

Compensation Considered Reasonable Without Reference to

Actual Loss

All sum payable by way of compensation under any of these clauses shall be considered as reasonable compensation to be applied to the use of CDLU, SIRSA without reference to the actual loss or damage sustained and whether or not any damages shall have been sustained.

CLAUSE -22 (A)

Deduction of amounts due to CDLU, SIRSA on Any Account whatsoever to be permissible from sums payable to a contractor.

Any excess payment made to the Contractor/ bidder inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to the CDLU, SIRSA by the Contractor/ bidder in respect of this contract or any other contract or work order or on any account whatsoever may be deducted from any sum payable by the CDLU, SIRSA to the Contractor/ bidder either in respect of this contract or any work order or Contractor/ bidder or any other account by any other Department of Haryana Government.

CLAUSE - 23

Change in Constitution of firm

In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

CLAUSE - 24

Work to be executed under direction of Executive Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer – in – charge, CDLU, Sirsa for the time being who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on.

CLAUSE - 25

Claims for payment of an extraordinary nature to be referred to University for decision.

No claims for payment of an extraordinary nature, such as claims for Bonus, for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claim for compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed.

CLAUSE – 25(A)(i) Disputes & Arbitration

if any dispute of difference of any kind whatsoever arise between the Ch. Devi Lal University, Sirsa or his authorized agent and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) Whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance be referred to for being settled by the Executive Engineer of the work at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer as a aforesaid; with all due diligence whether he or the Vice-­Chancellor, Ch. Devi Lal University, Sirsa requires arbitration as hereinafter pro­vided or not. If the Executive Engineer of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject-matter of arbitration at all. If the Executive Engineer-in-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days from the date on which request has been made to the Executive Engineer requests the Vice-Chancellor that the matters in dispute be referred to arbitration, as hereinafter provided.

(2) All disputes or differences in respect of which the decision is not final and conclusive shall at the request in writing of either party, made in a communication sent through Registered AD. Post be referred to the sole arbitration of any serving Superintending Engineer or Chief Engineer of Haryana PWD, B&R Branch, to be nominated by designation by the Engineer-in-chief Haryana P.W.D. B&R Branch, at the relevant time on the request of Vice-Chancellor, CDLU, Sirsa. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant or that he had to deal with the matters to which the contract relates and that in course of his duties as a Government servant, he had expressed his views on all or any of the matters in dispute. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor in office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In case the arbitrator nominated by the Engineer-in-Chief is unable or unwilling to act as such for any reason, whatsoever the Engineer-in-Chief shall be competent to appoint and nominate any other Superintending Engineer or Chief-Engineer, as the case may be as arbitrator in his place and the Arbitrator so appointed shall be entitled to proceed with the reference with due approval of the University authorities.

(3) It is also a term of this arbitration agreement that no person other than a person appointed by the University authorities shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the agreement amount awarded exceeds Rs. 25,0001*-* (Rupees Twenty Five Thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.

(4) The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counter-claims individually and that any lump-sum award shall not be legally enforceable.

(5) The following matters shall not lie within the purview of arbitration.

(a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Vice-Chancellor and is being heard or/andhas been finally decided by the Vice-Chancellor, Ch. Devi Lal University, Sirsa

(b) Any dispute in respect of substituted, altered, additional work/omitted work! defective work referred by the contractor for the decision of the Vice – Chancellor if it is being heard or has already been decided by the Vice – Chancellor, Ch.Devi Lal University, Sirsa

(c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Vice­-Chancellor has been so decided finally by the Vice-Chancellor.

(6) The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

(7) It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Engineer-in-charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall on the termination of the arbitration. Proceedings, be adjusted against the cost, if any awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refundable to him within one month from the date of the award:-

Amount of claim Rate of security deposit

(i) For claims below 10,000/- 2% of amount claimed.

(ii) For claims of Rs. 10,000/- and above 5% of amount claimed.

and below Rs. 1,00,000/-

(iii) For claim of Rs. 1,00,000/- and above 10% of amount claimed.

The stamp fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default the stamp-fee shall be recoverable from any other sum due to such party under this or any other contract.

(8) The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

(9) Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months.

1. of the date of completion of the work as certified by Executive Engineer In charge, or
2. of the date of abandonment of the work, or
3. of its non-commencement within 6 months from the date of abandonment, or written orders to commence the work as applicable, or
4. of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and / or its recession, or
5. of receiving an intimation from the Executive Engineer-in-charge of the work that final pay­ment due to or recovery from the contractor had been determined which he may acknowledge and/ or receive.

Which ever of (a) to (e) above is the latest.

If the matter is not referred to arbitration within period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding

(10) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first involving and completing the arbitration proceedings as above, if the scope of the arbitration specified herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before Civil Court. The pendency of arbitration proceedings shall not disentitle the University to terminate the contract and make alternative arrangements for the completion of the work.

(11) The arbitrator shall be deemed to have entered on the reference on the day he issued notices to the parties fixing the first date of hearing. The arbitrator may from time to time, with the consent of the parties, enlarge the initial time for making and publishing the award.

(12) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1940, or any other law in force for the time being.

CLAUSE -26

The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work or any part thereof or in making up articles, required therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-Charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule - they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from University.

CLAUSE -26 (A)

Fluctuations in railway freight

Any fluctuations in railway rates which may occur during the subsistence of, and affecting freights of any material to be supplied under this contract shall be brought to the notice of the "Engineer- in-charge" by the contractor within fifteen days from such date without prejudice to the rights of University should the contractor fail to comply with the above requirement any excess or short charge an account of such increase or decrease shall be credited to be recovered from the contractor. No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material, which is required by a contractor in the manufacture of an article to be supplied under this contract e.g. fluctuations of railway freight on coal required for burning bricks will not be taken into consideration, or for an article which forms part of finished work, for purposes of this clause. Similarly, no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place B to form part of a finished work.

CLAUSE - 27

When the estimate on which a tender is made includes lump-sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in questions the same rates as are payable under this contract for such items, or if the part of the work in questions is not, in the opinion of Engineer-in- charge capable of measurement, the Engineer-in-charge may at his direction pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Lump sum in Estimates.

CLAUSE - 28

Specifications

In the case of any class of work for which there is no specification as mentioned in clause 13 the work shall be carried out in accordance with the specifications laid down by the Bureau of Indian Standards and in the event of there being no such specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer In charge.

CLAUSE - 29

The expression "work" or "works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions, be construed and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Definition of works

CLAUSE – 30

The percentage referred to at page (3) of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Government or direct) of (1) the items of work to which the rates in the tender apply and also (2) the items of work for which rates exist in the Schedule of rates of the district.

CLAUSE – 31

The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

CLAUSE - 32

The expression "XEN", “E.E.”, "Executive Engineer" and "Engineer-in-charge" be construed and taken to mean the Executive Engineer, Ch. Devi Lal University.

CLAUSE – 33 JURISDICTION

Notwithstanding any other provision, all legal pro­ceedings in respect of this contract would be subject to Jurisdiction of Courts at SIRSA.

**CLAUSE– 34**

Price variation clause for cement and steel reinforcement bars in contract(s) of value more than Rs. 1.00 crores.

Omitted

**CLAUSE– 35**

Omitted.

PERFORMANCE SECURITY

HDM Witness Executive Engineer **CHAPTER – 8**

**SCHEDULE OF ADDITIONAL CONDITIONS**

1. Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless materials, rubbish, temporary building constructed by him and shall leave the site and adjacent area in a neat and clean condition to the entire satisfaction of the Engineer-in-Charge.

2. The Executive Engineer, reserve the option to take away any item of work or any part thereof at any time during the currency of the contract and re-allot it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.

3. The contractor has to make his own arrangements for water, electricity and all other items required directly or indirectly for completion of work, except those mentioned in the material statement of this N.I.T. ................................ (see page opposite).

4. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever for the works costing upto Rs. 1.00 crore only. However for the works costing more then Rs. 1.00 crore where cement and steel is arranged by the contractor price variation clause shall be implemented for cement & TMT steel only.

5. One-half of the security deposit will be refunded on completion of the work as certified by the Engineer-in-charge with respect to satisfactory removal of all defects, imperfections, short comings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer-in-charge would be conclusive and if the final bill is in plus and the other half will be released on the immediate expiry of defect liability period of 12 months from the date of completion of work

6. In case of emergency, the contractor shall be required to pay his labour every day and if this is not done, University will make the requisite payment and recover the same from the contractor.

7. Actual quantities of completed and accepted work shall only be paid.

8. No pits shall be dug by the contractor near the site of work or within road land/university land for taking out earth for use on the works. In case of default, the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent departmental charges.

9. The contractor shall not be entitled for any payment on account of work done till he signs his agreement.

10. Nothing extra shall be paid for any lead and lift unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include all leads in the contract schedule.

11. The contractor shall be responsible for any loss of material, damage done to unfinished work as a result of floods and other acts of God. The University will not be responsible for any compensation as a result of such damage or loss to the contractor and

the contractor shall be liable to set right such damage at his own cost to the satisfaction of the Engineer-in-Charge.

12. Amount of work may be increased or decreased and any item omitted and substituted in accordance with the requirements of the departments and no claim on this account shall be entetained.

13. Contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-Charge at his own expenses the following amenities for the labour employed by him.

(i) Suitable temporary hutting accommodation

(ii) Trench latrines, bathing enclosures, platforms separately for men and women and their regular cleanliness.

1. Clean drinking water.

In the event of his failure to provide any or all of the amenities the same shall be provided by the University and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-charge and his decision shall be final.

14. The contractor shall be responsible for housing, sanitation and medical treatment of labour employed by him and shall abide by all the rules and regulations made by Govt. in this behalf from time to time.

15. For contractor's shall be responsible for labour regulation fair wage clause and rules for protection of health and sanitation arrangements for workers employed in the University by the contractor.

16. (1) The contractor shall be responsible, for loss or damages to any material issued to him by University from any cause whatsoever. In case, the material such as cement, steel, or any other commodity issued to the contractor by the Engineer-in-Charge for use directly on the aforesaid work on in manufacture of material required in connection therewith is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled, or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specification herein stipulated of those fixed by the Engineer-in-charge, the cost of such quantity of that materials shall, without prejudice to other rights and remedies available to University, be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor.

(2) The recovery from contractor for the material consumed in excess or in short of the original requirements as per specifications herein stipulated or otherwise fixed by the Engineer-in-charge, other than the variation to be regulated by the preceding clause, shall be dealt with as under :-

**A. FOR EXCESS CONSUMPTION OF MATERIALS:**

1. Upto 5% (Five percent) No action is called for.
2. Above 5% (Five percent) if actual consumption exceeds theoretical consumption by more than 5% (Five percent) recovery shall be made for the excessive consumption of material beyond initial five percent at double the rate at which it is agreed to be supplied to the contractor.

**B. FOR SHORT CONSUMPTION OF MATERIALS**

Where the actual consumption of material is short by 5 percent or less, no action shall be taken when the work is executed on labour rates or departmentally, where the work is done on through rate basis, and actual consumption of cement works out to be less upto 5% than the theoretical consump­tion, the cement so saved shall be returned in good condition by the contractor to the stores and recovery of cost of material thus saved shall be made from the contractor at the issue rates) subject to the condition that the use of cement less than the prescribed norms will not affect the specifications, quality and strength. It has also to be certified by the J.E., S.D.E.'s and **XEN** that the work has been carried out strictly in accordance with the relevant specifications. When the consumption of material is short by more than 5% and the work is being done on through rate basis, the rates on items shall be reduced or where it is not possible to determine the correct items on which short material has been used, the cost of material shall be recovered from the contractor at double the issue rate. When the work is done departmentally or on labour rates and the competent authority, in all such cases, for such action against defaulting University official as and contractor as he may deem fit. The University reserve the right to take any other deterrent action, which the University deems fit against the contractor. The decision of the competent authority in this matter shall be final.

It is also to be determined whether the stability of the structure is affected adversely by short consumption of materials and in cases where it is felt that it is likely to be, the work shall be rejected. The decision of competent authority in this regard shall be final.

17. Should the tenderer modify or withdraw his tender without the written concurrence of the Executive Engineer within 90 days (ninety days) from the date of tender, he is liable to be black-listed besides forfeit of earnest money and other penalty envisaged in the tender document.

18. No claim of any kind whatsoever shall be entertained for any and all the losses of damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the University under the terms and conditions of the contract.

19. Apprentice Act. :- The contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and orders issued there under from time to time. If the contractor fails to do so his failure will be breach of the contract and the University Engineer may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

20. If for the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authority entrusted with the work of eradication of malaria for their (Labourers) inclusion in the surveillance operation and for getting their blood examined from the aforesaid authorities in order to exclude malaria positive.

21. Imported labour means Labour belonging to a state other than HaryanaState.

22. All material left at site by the contractor for a period of one month after the completion of work shall become the property of the University and contractor shall have no claim whatsoever for such material.

23. The contractor shall supply at his own cost and expenses all labour, materials etc. for checking of any portion of the work during construction, Whatsoever required by the Engineer-in-charge or his representative and nothing extra shall be paid for services.

24. The contractor shall not remove any material / equipment from the site of work without the written permission of the Engineer-in-charge.

25. The contractor shall maintain at site of work full details of specification of the work fixed by the Engineer-in-charge and all approved drawings of the work.

26. Nothing extra shall be paid to the contractor for diversion of water in the channels stream if it becomes necessary for the execution and completion of the work.

27. In case of the delay in supply of cement, steel or any other material agreed to be sup- plied by the department as per details in the N.1. T. or failure to supply the required quantity in time for execution of the work, the contractor shall not be paid any compensation from any or resultant effects or losses.

28. The contractor shall employ a duly accredited and experienced resident Engineer as his agent in-charge of the Execution of work. Instructions given by the Engineer-in-charge or his authorized representative to the agent shall have the same force as instructions given to the contractor.

29. The contractor will not have any claim in case of delay by the University for removal of tree or shifting, raising, removing of telegraph, telephone or electric lines (Overhead or underground) and other structure, if any, which comes in the way of the work.

30. Relation with Public Authorities

The contractor shall comply with all legal orders and directions given from time to time by any local or public authorities and shall payout of his own money the fees or charges to which he may be liable.

31. Occupation of Additional Lands

In case, when it becomes necessary for the due fulfillment of the contract for the contractor to occupy land outside the University limits the contractor shall make his won arrange­ments with the landowners and pay such amounts, as may mutually agreed upon by them.

32. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employ of the University or not, or of the failure on his part to obtain correct information nor shall the contractor be relieved of any risk or obligations imposed on or undertaken by him under the contract on any such ground or on the ground that he did not or could not foresee any matter which may in fact, effect or have affected the execution of the work.

33.1 During the absence on work of the Engineer-in-charge he shall be represented by one of his subordinates whose duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed to ensure that the works are performed in conformity 'with the plans, estimates and specifications in all respects and to keep Engineer-in­-charge informed of the progress of the works and the manner in which they are done. The Engineer-­in-charge may from time to time delegate any of he powers and authorities vested in him to the departmental representative in writing.

33.2 The departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specification or to relieve the contractor of any of his duties or obligations under the contract. He shall, however, have the authority to inform the contractor in writing to replace any materials considered defective and to suspend, re-do or rectify any work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall comply.

34.3 Failure of the Departmental Representative to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the departmental representative, he shall be entitled refer to the matter to the Engi­neer-in-charge who shall thereupon, confirm or reverse such a decision.

33.4 The Contractor shall give or provide all necessary, constant and whole-time superintendence during the execution of the works and as long thereafter as the Engineer-in-charge may consider necessary by either;

(i) Personally superintending the work himself

OR

(ii) Employing a skilled and qualified Resident Engineer thoroughly experienced in the type of work to be executed and fully authorized to receive and execute on behalf of the contractor, orders, instructions or directions of the Engineer-in­-charge without delay and to promptly supply such materials, labour equipments, tools and incidentals as may be required.

34.1 The Contractor will be held strictly responsible to the true intent of the specification in regard to quality of materials, workmanship and the diligent execution of the con- tract.

34.2 All materials and each part of detail of the work shall be subject at all times to inspec­tion by the Engineer-in-charge, Departmental Representative or other authorized subordinates who shall be furnished with responsible facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the plant and specifications.

34.3 The contractor shall furnish written information to the Engineer-in-charge stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. This information shall be furnished at least two weeks (or such other period as may be detected by the Engineer-in-charge) in advance of the incorporation of any such material in the works.

34.4 Any work done or materials used without supervision of inspection by the Engineer-in-charge or the Departmental Representative is liable to be ordered to be removed and replaced at the contractor's expenses.

34.5 If so directed, the contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to the standards required by the specifications. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing that it has been completed to his satisfaction. No approval of materials or workmanship or approval of part of the work during when alleged to be completed or to suspend the issue of his certificate of completion until such alterations or modifications or reconstructions have been effected as shall enable him to certify that the work has been completed to his satisfaction.

34.6 The inspection of the work or materials shall not relieve the contractor of any of his obligations to fulfill terms of the contract as here in prescribed by the plans and specifications.

35.1 Unless otherwise provide in the contract documents materials such as rubble, gravel, sand, murrum Kankar, earth, soil etc. obtained from excavation and materials obtained by dismantling any existing structures shall remain the property of the University. When deemed fit, the Executive Engineer may with the approval of competent authority permit the use of such materials on the work in substitution of materials which the contractor would have otherwise provided subject to the condition that a suitable deduction shall be made in the rate of the items in which such materials are used.

35.2 Any trees, branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over to the University or disposed of as directed.

36. The contractor shall be required to keep at the site of the work the following Technical staff, for works costing Rs. 2 lacs and above as under :-

|  |  |
| --- | --- |
| When a work costing up to Rs. 25 lacs is under execution. | Experienced foreman / munshi |
| When a work costing Rs. 25 lacs and above up to Rs. 50 lacs is under execution. | A qualified Diploma Holder (Civil) with sufficient experience |
| When a work costing more than Rs. 50 lacs is under Execution. | A qualified Civil Engineer (Degree Holder) with sufficient experience of work. |

37. University shall not be responsible for any depreciation in the value of securities, nor for any loss of interest thereon.

38. Canvassing in connection with a tender in any form renders the tender liable to rejection.

39. In case of any discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

40. If there are varying or conflicting provisions made in any document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document.

41. If, however, the contractor seeks some assistance from the University in connection with arranging water/electric connection from the public utility service authorities, for the purposes of University work such assistance only to the extent of writing a letter from the Engineer-in-charge to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

The university may, on application of the contractor, issue essentiality certificate for diesel/ petrol (if it becomes a controlled commodity) required for carriage of materials to be used on the work but the university will not undertake any responsibility for the arrangement of such petrol/diesel. Non-availability of any such material will not absolve the contractor of his contractual obligation.

42. The University reserves the right to cancel the contract ex-parte if the contractor fails to abide by any of the terms and conditions of the contract.

43. In case of cancellation of the contract the University shall continue the work at the risk and expenses of the contractor.

44. The arbitration comes into existence only if the para 45 and/or 46 is disputed.

45. **If agency will use PPC cement instead of OPC cement, Rs.25/- per bag shall be deducted from the bills. Similarly, if the agency will use any brand of steel instead of TATA/SAIL/RINL or IISCO, Rs. 6,000/- per M.T. shall be deducted from the bills.**

**46. The inspection of material will be made & the expenditure shall be borne by the agency.**

**CHAPTER – 9**

**Ch. Devi Lal University Construction Office Contractor's Labour Regulations**

1. Short-Title: - These shall be the same as for Haryana P.W.D. Contractor's Labour Regulations as detailed below. The words P.W.D and Haryana govern met shall be substi­tuted by CDLU Construction Department and CDLU authority respectively

2. Definition :- In there regulations, unless otherwise expressed or indicated, the following words and expressions shall have meaning hereby assigned to them respectively that is to say.

(1) "Labour" mean workers employed by Haryana Public Works Department contractor directly, or indirectly through a sub-contractor or other person, or by an agents on his behalf.

(2) "Fair Wages" mean wages whether for time or piece work notified from time to time for the area and where such wages have not been so notified, the wages prescribed by the Haryana Public Works Department for the district in which the work is done.

(3) "Contractor" shall include every person whether a sub-contractor of headman or agent, employing labour on the work taken on contract.

(4) "Wages" shall have the same meaning as defined in the payment of wages Act, 1936 and includes time and piece rate wages.

3. Display of notices, regarding wages, etc.:- The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in conspicuous places on the work notice in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Haryana Workers Department and the hours of work for which such wages are earned.

4. Payment of wages :

(i) Wages due to every worker shall be paid to him direct

(ii) All wages shall be paid on current coin or currency or in both.

5. **Fixation of wage period:**

(1) The contractor shall fix wage periods in respect of which the wages shall be payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which employment is terminated.

(5) All payments of wages shall be made on a working day.

6. **Wage Book and Wages Slips etc.**

be convenient but the same shall include the following particulars ;\_

1. Rate of daily or monthly wages.
2. Name of work on which employed.
3. Total Number of days worked during each wage period.
4. Total amount payable for the work during each wages period.
5. All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
6. Wages actually paid for each wage period.

(2) The contractor shall also maintain a Wage Slip for each worker employed on the work

(3) The authority competent to accept the contract may grant an exemption form the maintenance of Wage Book and Wage Slips to a contractor who, in his option, may not directly or indirectly employ more than 100 persons on the work.

7. **Fines and deductions which may be made from wages:-**

(1) The wages of a worker shall be paid to him without any deduction of any kind except the following:

1. Fines,
2. Deductions for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be proportionate to the period for which he was absent.
3. Deductions for damage to or loss *or* goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage of loss is directly attributable to his neglect or default.
4. Any other deductions which the University may from time to time allow.
5. No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fine or deductions.
6. The total amount of fines which may be imposed in anyone wage period of a worker shall not exceed an amount equal to three paisa in a rupee of the wage payable to him in respect of that wage period.
7. No fine imposed on any worker shall be recoverable from him by installments, or after the expiry of 60 days from the date on which it was imposed.
8. **Register of fine etc :-**
9. The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
10. The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and commission for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible conditions in conspicuous places on the work.

(9) Preservation of Books:- The wage book, the wage slips and the register of fine deduction required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.

1. Powers of Labour Welfare Officers to make investigations or enquiry:-

The labour Welfare officer or any other person authorized by the Haryana Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and provisions of these regulations. He shall investigate into any complaint regarding the default make by the contractor or sub contractor in regard to such provision.

(11) Report of Labour Welfare :-

The labour Welfare Officer or any other person authorized aforesaid shall submit a report of the result of his investigations or enquiry to the Executive Engineer concerned indicating the extent, if any, to which the default has been committed and the amount of fine recoverable in respect of the acts of commission and omission of the labourers with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labour concerned.

(12) Appeal Against the decision of Labour Welfare Officer:-

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner, but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

(12) (a) No. party shall be allowed to be represented by a lawyer during any investigation, en­quiry, appeal or any other proceedings under these regulations.

(13) Inspection of register:-

The contractor shall allow inspection of the Wage Book, Wage Slips to any of his workers or to his agent at a convenient time and place after due notice is received I or to the Labour Welfare Officer or any other person authorized by the Haryana Government in his behalf.

1. Submission of returns :-

The contractor shall submit periodical returns, as may be specified from time to time.

(15) Amendment :-

The Haryana Government may, from time to time, add to amend these regulations and on any question as to the application interpretation or effect of these regulation, the decision of the Labour Commissioner, Haryana Government, or any other person authorized by the Haryana Government in that behalf shall be final.

**CHAPTER – 10**

**FAIR WAGE CLAUSE**

(a) The contractor shall pay not less than the fair wage to labourers engaged by him on the

work.

Explanation :- The Wage means wage whether for time or piece of work notified from time to time for area and where such wages have not been so notified, the wages prescribed by the P.W.D. B&R Branch. Haryana for the district in which work is done.

(b) The contractor shall, notwithstanding the provisions of any agreement to the contrary. cause to be paid fair wage to labours indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers has been directly em­ployed by him.

(c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Haryana P.W.D. Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period deductions from wages, recovery book, wage slip, publication of wages and other terms of employment inspection and submission periodical returns and all other matters of such like nature.

(d) The Executive Engineer or the S.D.E. concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by worker by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages which are not justified by the terms of the contract or for non-observance of the regulations referred to in clause (e), above.

(e) Vis-a-vis, the Haryana Public Works Deptt. 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-contractor.

(f) The regulation shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**CHAPTER – 11**

**RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY THE COTNRACTORS OF**

**CH. DEVI LAL UNIVERSITY**

**THE WORDS HARYANA P.W.D. SHALL BE READ AS D.L.U. WHEREVER IT OCCURS**

The contractor shall at his own expense provide or arrange for the provision of footwear for any labour doing cement mixing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost thereof from the contractor.

The contractor shall submit by the 4th and 19th of every month to the Executive Engineer a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively (i) the number of labourers employed by him on the work (ii) their work hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed Maternity benefit according to clause 19-F and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final deducting from any bill due to the contractor the amount levied as fine.

Maternity benefit for female workers employed by the contractor, leave and pay during leave shall be regulated as follows:-

(1) LEAVE: (i) In case of delivery/maternity leave not exceeding 8 weeks (4 weeks upto 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: In case of delivery, leave pay during maternity leave will be at the rate of the women's average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately proceeding the date of which she gives notice that she expects to be confined, or at the rate of Rs. 12/- 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 work was done during a period of 3 months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of maternity leave :- No maternity leave benefit shall be admissible to a woman unless she produces a certificate of confinement and respected delivery within 4 weeks preceding the date on which she proceeds on leave.

FIRST AID: (a) At every work place, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressing and cotton wools. The appliances shall be kept in good order and in large work places it shall be placed under the charge of a responsible person who shall be readily available during the working hours.

(b) At large work places, where hospital facilities are not available within easy distance of the work, first aid post shall be established and be run by a trained compounder.

(c) Where large work places are remote from regular hospital and indoor ward shall be provided with one bed for every 250 employee.

(d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, a suitable transport shall be provided to facilitate removal of urgent cases to these hospitals.

At other work place some conveyance facilities such as car shall be kept readily available to take injured or persons suddenly taken seriously ill, to the nearest hospital.

**SCALES OF ACCOMMODATION IN LATRINES AND URINALS**

These shall be provided within the precincts of every work place latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following scales:- No. of Sheds.

(a) Where the number of persons does not exceed 50 2

(b) Where the number of persons exceeding 50 but does not exceeds 100 3

(c) For Every additional 100 3 per 100

In particular, cases the Executive Engineer shall have power to vary the scale where necessary.

**LATRINES AND URINALS FOR WOMEN**

If women are employed, separate latrines and urinals screened from these for men and marked in vernacular in conspicuous letter "FOR WOMEN ONLY" shall be provided on the scale laid in rules. Similarly, those for men shall be marked "FOR MEN ONLY", A poster showing the figures of a man and a woman shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to the latrines.

**LATRINE AND URINALS**

Except in work places provided with flush latrines concerned with a water borne sewerages systems all latrines shall be provided with receptacles or dry earth system which shall be in working order and kept in a strictly sanitary conditions. The receptacles shall be tarred inside and outside at least once a year.

The inside wall shall be constructed of masonry or some suitable heat resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement shall be noted in register maintained for this purpose and kept available for inspection.

**DISPOSAL OF EXCRETA**

Unless otherwise arranged for by the local sanitary authority arrangements for proper dis­posal and a sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved by the Astt. Director of Public or Municipal Medical Officer of Health, as the case may be putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layer of earth for a fortnight when it will turn into a manure.

**CRECHE**

At every work place there shall be provided free of cost two suitable sheds-one main and the other for the use of Labour. The height of the shelter shall not be less than eleven feet from the floor level to the lowest part of the roof.

**PROVISION OF SHELTER DURING REST**

At every work place at which 50 of more women workers are ordinarily employed there shall be provided two huts for use of children under the age of six year belonging to such women. One hut shall be used for infants “ Game and to play” and the other as their bedrooms. The hut shall not be constructed on a lower standard than the following.

1. Thatched roofs.
2. Mud floors and walls
3. Plant spread over mud floor and covered with mattings.

The huts be provided with suitable sufficient opening for light and ventilation’s. There shall be adequate of sweepers to keep the place clean. There shall be two day in attendance. Sanitary utensils shall be restricted to the satisfaction of Health officer of there area concerned. The use of the shall be restricted to children, their attendants and mothers of children.

**CANTEEN**

A cooked food canteen on a moderate scale be provided for the benefit of workers wherever it is considered expedient.

1. Suitable scaffolds shall be provided for workmen for all works that cannot be safety done from a ladder or by other means.
2. A scaffolds shall not be constructed, taken down or substantially altered except.
3. Under the supervision of a competent and responsible person, and
4. As far as possible by competent worker possessing experience in this kind of work.
5. All scaffolds and appliances connected therewith and all ladder shall:-
6. be of sound materials;
7. be of adequate strength having regard to the loads and strains to which they will be subjected and
8. be maintained in proper condition.
9. Scaffolds, shall not be overloaded and so far as practicable, the load shall be evenly distributed.
10. Scaffolds shall be so constructed that no part thereof can be displaced in on normal use.
11. Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
12. Scaffolds shall be periodically inspected by the competent person.
13. Before allowing a scaffold to be used by the workmen every care shall be taken to see whether the scaffolds have been erected by his workmen or not and steps taken to ensure that if complies fully with the requirement of the articles.
14. Working platforms Gangways and stairways shall:
15. be so constructed that no part of the road is covered.
16. Be so constructed and maintained, having regard to the prevailing condition as to reduce as far as practicable.
17. Be kept free from any unnecessary obstruction.
18. In case of working platform gangways place and stairways at a height exceeding that to be prescribed by a national laws and regulations:-
19. Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
20. Every working platform and every gangway shall have adequate width and
21. Every working platform gangways working place and stairway shall be suitable fenced.

Every opening in the floor of a building or in working platform shall expect for the time and to the extent required to allow the access of persons or the transport or shifting of materials be provided with suitable means to prevent the fall of persons or materials.

When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by national laws or regulation, suitable precautions shall be taken to prevent fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by articles which might from scaffolds or other working places.

1. Soft means of access shall be provided to all working platform and other working places.
2. Every place where work is carried on the means of approach thereto shall be adequately lighted.
3. Every ladder shall be surely fixed of such length as to provide secure hand hold and foot at every position at which it is used.
4. Adequate precautions shall be taken to prevent danger from electrical equipment.
5. No materials on the site shall be stacked or placed as to cause danger to any persons.

**GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID**

1. All necessary personal safety equipment shall be kept and available for use of the persons employed on the site be maintained use.
2. The worker shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by those concerned.

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

CHAPTER – 12

CEMENT REGISTER

## Particulars of Receipt of:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Date | Qty brought at site | Progres-sive total | Qty. utilized | Daily Balance | Signature of Contractor/ bidder/ Represe-ntative | J.E.’s initials | Check SDE/  EE |
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CHAPTER – 13

List of essential equipment and machinery to be arranged by the Contractor/ bidder free of cost:

1. FOR CONSTRUCTION

Following equipment and machinery shall be arranged by the Contractor/ bidder (free of cost) in sufficient no./quantity, commensurate with the time schedule for completion of work.

**Details to be given by bidder**

1. Steel shuttering -------------------------------------
2. Concrete mixer with hoppers --------------------------------------
3. Concrete Vibrators --------------------------------------
4. Pump Sets (for dewatering of sub soil water) --------------------------------------
5. G. I. Pipe line with specials ---------------------------------------
6. Flexible pipe line ---------------------------------------
7. Theodolite ---------------------------------------
8. Dumpy level with leveling staff ---------------------------------------

Plane table set ---------------------------------------

1. b) FOR FIELD LABORATORY

Compression testing machine ----------------------------------------

Concrete cube moulds 150 x 150 x 150mm ----------------------------------------

1. Slump cones ----------------------------------------
2. Graduated glass cylinder -----------------------------------------

Set of sieves for Coarse aggregate (40, 20, 10 & 4.75) mm ------------

6. Set of sieves for fine aggregate (4.75, 2.36, 1.18 mm & ------------

600, 300, 150 micron)

7. Weighing scale (Pan type) with weights. -------------------------------- ------

8. Core cutters for soil with accessories. ---------------------------------------

# CHAPTER - 14

# EXPLANATORY NOTES:-

**A SPECIAL CONDITIONSCIVIL AND P.H. WORK**

The above rates are for complete work including cost of all materials, labour, tools and plants and water etc. unless otherwise specified.

1. All other such items covered by the Haryana P.W.D. scheduled of rates 1988, 2nd edition corrected upto date carried out, if, any, will be paid for as per Haryana P.W.D. scheduled or rates 1988, 2nd edition corrected upto date subject to the accepted tendered premium/abatement given by the contractor for similar items of relevant chapter.
2. All clauses and notes given in the Haryana PWD schedule of rates, 1988 second edition with up to date correction slips shall be applicable to all above items wherever necessary.
3. The description, rate, units etc., of above schedule shall be corrected as per Haryana PWD schedule of rates, 1988 second edition in case of any error or omission.
4. Chapter numbers with items in bracket referred to above are of Haryana schedule of rates, 1988 second edition, correct up to date.
5. The whole work shall be carried out strictly in accordance with the Haryana PWD specification book, 1990, 1st edition, as applicable in Haryana state with upto date correction slips.
6. No premium shall be payable on the items which are not provided in the Haryana PWD schedule of rates, 1988, 2nd edition corrected upto date.
7. The contractor shall provide suitable measuring arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.
8. Analysis of rate for non-schedule items/non-agreement items i.e. items which are not provided in the Notice inviting Tenders / Haryana PWD schedule of rates 1988, second edition corrected up to date shall be payable as per actual lowest Market rates from the recognized public market suitable to the executing division and wages of labour as applicable at the time of execution of work plus admissible contractor’s profit and over head charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-charge if deemed necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the departmental Financial Rules in existence at the time of approval.
9. The quantities of items given in the schedule are tentative. Those can be increased or decreased as per working architectural Drawing / structural drawings.
10. For quality control the contractor shall be required to use cement concrete mix giving minimum cube strength as may be prescribed in the relevant structure drawings of work. For cement concrete & cement mortar work and other items the test should be regularly carried out as per procedures laid down in relevant ISI & other codes at the expenses of the contractor. The rates provided in the HSR 1988, second edition include the cost of such testing. The Contractor shall establish a testing laboratory at the site of work for carrying out all the field tests for ensuring quality of material and the work at his own cost.
11. Samples of all building materials, doors and window fittings and other articles required for use on the work shall be got approved from the Engineer-in-charge. Articles classified, as ‘First quality’ by the manufacture shall be used. Articles, which are not ‘First Quality’, shall be rejected by the Engineer-in-charge. Preference shall be given to those articles, which bear I.S.I certificate on mark. In case articles bearing I.S.I. certification make are not available, the quantity of sample brought by the contractor shall be judged by the standard laid down in the relevant I.S.I specification. All materials and articles brought by the contractor to the site of work for use shall be conformed.
12. The contractor shall provide such recesses, holes, openings etc., as directed by Engineer-in-charge, as required for the Electrical/sanitary work and nothing shall be payable on this account.
13. Irrespective of what is stated in para 9(b) of General rules of Haryana PWD schedule of rate 1988, second edition, no carriage of cement, steel & bricks or any other type of material shall be admissible irrespective of lead involved.
14. Plumbing and EI work shall be got done through license holder agencies.
15. Anti-termite work shall be got done from the agency which is a member of Pest Control of India or 8 years experience in this job.

## Cement, Steel & other Materials:- All the materials to be used on the work shall be arranged by the Contractor as per the list of approved makes attached in this document.

## All the flooring like terrazzo, kotah stone or marble flooring should be granite finished. No extra rate shall be paid on this account to the contractor.

## Thickness of R.C.C. shall be measured and paid for as per structural sizes designed.

## Steel used supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-Chief shall not be measured for payment.

## Only ISI marked manufactured flush door shutter, ply and block board should be used where ever required.

## Steel butt hinges shall strictly conform to Indian standards specifications, ISI-1341-1970 (Latest edition) and dimensions given in table 2 for medium weigh cold rolled mild steel butt hinges of the above specifications. Hinges shall be good workmanship and manufactured by the firm of good repute.

## Where ever brick work or earth filling / embankment work is to be executed the same has to be executed in accordance with the provision in the fly. Ash notification dated 4.9.99 & 27.8.03 i.e. by using fly as brick filling / embankment construction by pond Ash / fly Ash as specified in the aforesaid notification after getting the design approved from the Engineer-in-Charge.

1. **The inspection of material will be made & the expenditure shall be borne by the agency.**

# B SPECIAL CONDITIONS [E.I. WORK]

1. The recovery of pipe already laid will be made on measurement rate basis or point rate basis or on actual expenditure basis which ever is on higher side. In case of departmental work 10% supervision charge shall be added.
2. Conduit pipe where already laid for wiring purpose will be delivered to the contractor in absolutely clean condition with round inspection boxes duly painted covered and whole system tested. After the conduit system is handed over to the contractor to whom the work is allotted, he will be responsible for its up keep.
3. During execution of work, if the contractor does not lay pipe and its accessories in the slab within time prescribed by the Engineer-in-charge of the work, the department

can then lay the said pipe departmentally at Contractor’s risk and cost without operating the clause 2&3 of the contract agreement.

1. The rate of bus bars includes the cost of all materials and labour required to complete the job in all respect including thimble etc. of the same materials as that of bars. The support for bars will be made of best porcelain. No extra payment in this regard will be given.
2. MCB’s & enclosure etc. will be installed of one make.
3. The rates mentioned in the NIT are for complete items including cost of all accessories materials, labour, tool’s plants, water electricity bill etc. Unless otherwise specified, no extra payment for the same shall be made.
4. The contractor shall provide suitable measuring arrangement at site for checking and measuring for various items.
5. The tenderer must either he himself be holder of license of “A” Class Electrical contractor granted under rule 45 of the Indian Electricity rules. 1956 by Chief Electrical inspector Haryana, is enlisted with electrical wing of the department in appropriate category and is specialist for doing these type of work or he must sublet the electric work to a sub contractor possessing the above qualifications. The sub contract will be done with the written approval of the Executive Engineer, Chaudhary DeviLal University, Sirsa.
6. The contractor will install the material from the list of material appended in the N.I.T.
7. The contractor must employ the following staff while carrying out works :-

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | When any work costing more than Rs. 50000/- to Rs. 25.00 lacs is under execution. | **:** | One qualified foreman (elect.) |
| 2 | From 25.00 lacs upto 50.00 lacs | **:** | One qualified Elect. J.E. with sufficient experience. |
| 3 | Above 50.00 lacs | **:** | One qualified (Elect.) Degree holder. |

1. The electrical parts of the bill of quantity of the agreement will be got executed under the supervision of Sub Divisional Officer (Electrical) and all the running & final payments of electrical works will be recorded by him.
2. Separate conduit pipe for power plug with independent circuit wires for each power plug should be laid for which no additional payment will be made. The difference of cost of wires of higher size than 4 Sq. mm will be paid extra on measurement basis, wherever required.
3. Multi plug should be provided in all residential buildings and in case of non-resident building, multi plugs should be provided in computer room, Doctor’s room and Lab etc. for which no extra payment will be made.
4. G - Series MCBs will be provided for motor and air conditioner wiring and no extra payment will be made.
5. Vertical type of MCBs distribution boards will be provided wherever required as per design and no payment will be made what so ever.
6. The thickness of M.S. sheet of switch boxes should be of 16 gauge for which no extra payment will be made.
7. The fan boxes should be 16 gauge and anodised for which no extra payment will be made.
8. The contractor must ensure preparation and submission of the pipe diagram, wiring diagram, key diagram and cable diagram etc as required vide PWD specification chapter No. 31.6.
9. Only standard PVC cable shall be used at site.
10. The minimum size of M.S. control switch board for one fan point and light point and light point shall not be less than 20 cm X 25 cm X 10 cm.
11. The M.S. box for telephone intercom bell bush shall be installed of size 100 mm x 100 mm x 60 mm in place of 75 mm x 75 mm x 60 mm.
12. The contractor is allowed to use MCB of 10 K.A. rupturing capacity duly I.S.I. marked for which no extra payment will be made.
13. Where so ever specific makes have been mentioned in the Schedule of work, these will supersede as mentioned elsewhere.
14. PVC copper conductor wires and copper lugs I.S.I. marked in place of PVC Aluminium conductor wires & Aluminium lugs will be used except underground cables / main cables. No extra payment on this account will be made.
15. L.T. underground XLPE cable will only be used for which no extra payment will be made.

CHAPTER - 15

SPECIMEN

A FORM OF PERFORMANCE BANK GUARANTEE

Name of Employer: -------------------------------------------------------------------------------

Address of Employer: ----------------------------------------------------------------------------

WHEREAS (Name & Address of Contractor/ bidder ---------------------------------------

Herein after called ”the Contractor/ bidder”) has undertaken, in pursuance of contract no.---------------------dt --------------to execute (Name of Contract & Brief description of works ------------------------------------------------- called “the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the Contractor/ bidder shall, furnish you with a Bank Guarantee by a recognized bank for this sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor/ bidder such a Bank Guarantee:

NOW THEREFORE (we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor/ bidder, upto a total of amount of Guarantee ------------------------------------------

(In words) ---------------------------------------------------------------------- we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of guarantee ------------------------------------------------------- as aforesaid without your needing to prove or to show the grounds or reason for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor/ bidder before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of few works to be performed there under or any of the contract documents which may be made between you and the Contractor/ bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date ----------------------------------------------- months after the issuing of the maintenance certificate.

###### SIGNATURE & SEAL OF THE GUARANTOR ---------------------

Name of the Bank -------------------------------------------------

Address --------------------------------------------------------------

Date -------------------------------------------------------------------

**CHAPTER – 16**

Performa of Agreement

**Agreement**

This agreement, made the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of Employer) [hereinafter called “the Employer] and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that the Contractor execute

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

(name and identification number of Contract) (Hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**NOW THIS AGREEMENT WITNESSETH** as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
   1. Letter of Acceptance
   2. Notice to proceed with the works;
   3. Contractor’s Bid
   4. Condition of Contract: General and Special
   5. Contract Data
   6. Additional condition
   7. Drawings
   8. Bill of Quantities and
   9. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereto the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

in the presence of:

Binding Signature of Employer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CHAUDHARY DEVI LAL UNIVERSITY SIRSA**

**(Established by the State Legislature Act 9 of 2003)**

**Letter of Acceptance**

To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name and address of the Contractor)

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

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

Dear Sir,

This is to notify you that your Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for execution of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the contract and identification number as given in the Instructions for the contract Price of Rupees) \_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders1 is hereby accepted by our agency.

We accept/do not accept that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ be appointed as the Adjudicator2. You are hereby requested to furnish Performance Security, in the form detailed in Pare 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_\_\_\_\_\_\_ within 21 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of defects Liability Period i.e. up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and sigh the contract, failing which action as DNIT will be taken.

Executive Engineer

1. Delete “corrected and” or “and modifie4d” if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if correction or modifications have not been affected.
2. To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the “Instructions to Bidders.”

**CHAUDHARY DEVI LAL UNIVERSITY SIRSA**

**(Established by the State Legislature Act 9 of 2003)**

**Issue of Notice to proceed with the work**

To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name and address of the Contractor)

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

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

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in DNIT and signing of the Contract for the construction of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at a Bid Price of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Executive Engineer

**CHAPTER - 17**

List of approved makes for Civil Works & Sanitary / Water supply Works

|  |  |
| --- | --- |
| **Details of Materials** | **Manufacturers Name** |
| **Steel** | **TMT bars of (TISCON / SAIL / RINL/TATA/ IISCO)** |
| **Cement** | **Ordinary Portland Cement or PPC of 43 grade of JK (Nimbahera) / JK (Laxmi) / Birla Uttam / JK (Shakti) / Chetak / Ambuja / Shree** or equivalent |
| Distemper/Paints  Plastic Emulsion  Synthetic Enamel  Oil Bound Distemper  Waterproof cement paint | Berger/Asian /Nerolac or equivalent  --do--  ---do—  Snowcem Plus of M/s Snowcem India Ltd. or equivalent |
| chemical emulsion for anti termite treatment (Chloropyriphos emulsifiable concentrate) | Dursban 50 TC / Terrrashield 50 TC or equivalent |
| **Wood Work**  Ply board/ Plywood (Pine board)  Laminate  Veneer Ply  Flush Door  Locks  Anodised Aluminium fittings for door & windows  Door closer  Floor springs | Green / Duro / Mayur or equivalent  Greenlam / Duro Mica or equivalent  Duro / Green / Mayur or equivalent  Duro Doors / Mayur / Green or equivalent  Godrej / Golden / Indo brass / Harrison or equivalent  Nu-lite /Argent / Classic (heavy duty) or equivalent  Everite / Prabhat / Door King or equivalent  Sandhu / Prabhat / Door King or equivalent |
| Dholpur / red sand stone | Gang saw cut from Bansi Paharpur Quarry |
| Aluminum sections for doors & windows etc. | Jindal / Hindalco or equivalent |
| Aluminium Composite Panel | Alcubond / Alstone / Fujibond or equivalent |
| Silicon sealant | GE / Dow corning / Pidilite or equivalent |
| Specialised agencies for Aluminium glazing / Structural glazing / Aluminium door & windows / ACP work. | Alkarma / Bharat Archimetal / AGV Aluminium (P) Ltd. or equivalent |
| Anti – static homogeneous vinyl flooring | ARMSTRONG / LG LUCKSTRONG – GALAXY / GERFLOR) or equivalent |
| **Ceramic/Glazed tiles** | Kajaria / Euro / Johnson or equivalent |
| Vitrified Tiles | Boss Profiles Ltd. / Euro Ceramics Ltd or equivalent |
| Float Glass | Modi Glass / Saint Gobain Glass or equivalent |
| Reflective Glass | Saint Gobain / Asahi (India) or equivalent |
| Looking glass / mirror | Modi Guard / Atul or equivalent |
| Textured paint | Unitile products / Heritage (Bakelite Hylam Ltd) / Spectrum or equivalent |

|  |  |
| --- | --- |
| Vertical / Venetian Blinds | Mac Décor / Vista Levealor / Neha’s Touch or equivalent |
| Approved agency for Acoustic works (false ceiling & wall panelling) | IBS (Intelligent Building solutions / Alloy enterprises or equivalent |
| Approved agency for Stage Lighting & Furnishing | New Stage Craft / Modern stage / IBS (Intelligent Building solutions) or equivalent |
| Approved agency for Stainless steel railing | Jindal Stainless Ltd. / Kich / Khurana Fab or equivalent |
| Gypsum Board | India Gypsum / Lafarge Boral or equivalent |
| Precoated Galvanised sheets | Multicolor / Interarch or equivalent |
| Polysulphide Sealant | Ordinary PIDISEAL by M/s PIDILITE INDUSTRIES LTD. Bombay or TUFFESEAL by M/s Hindustan Brothers 225 Rue Francuis Martin, Pondicherry –605001. or equivalent |
| Specialised agency for expansion joint treatment | M/s Globe Enterprises / M/s Technocrats / M/s Tuff waterproofing Co. or equivalent |
| Waterproofing Compound | FOSROC / PIDILITE / DR. FIXIT (As per specifications given in BOQ) or equivalent |
| Chairs | Krishna Quinnet / Polo / Godrej / Featherlite or equivalent |
| HCI pipes | RIF (Raj Iron Foundary) / RIFKO or equivalent |
| G. I. Pipes | TATA / Jindal Hisar (as per class specified in the BOQ) or equivalent |
| G. I. Fittings | UNIK / Mark or equivalent |
| Upvc pipes | Supreme / Finolex or equivalent |
| Stone ware pipes | Perfect Potteries / ISI or equivalent |
| **Chinaware** | Hindware / Parryware / Cera or equivalent |
| Bakelite seat & Lid | Commander / Hindware / Parryware SI or equivalent |
| C. P. Brass fittings | Jaquar / Marc / Ess Ess or equivalent |
| Stainless steel kitchen sinks | Nirali / Kingston / Neelkanth or equivalent |
| Non – return valves & fully-way valves | Heavy quality Sant / Zolotto or equivalent |
| Gun Metal Peet Valve | Heavy quality Sant / Zolotto or equivalent |
| PVC water storage tanks | Sintex / Target or equivalent |
| Water meters | Capstan Meters India Ltd. Or equivalent |
| Storage water heaters / geysers | Venus / Bajaj or equivalent |

List of approved makes for Electrical Works

|  |  |  |
| --- | --- | --- |
| S. NO. | NAME OF THE ITEM | NAME OF THE BRAND |
| 1 | M.S. conduits and accessories | BEC / NIC / STEEL CRAFT (ISI) or equivalent |
| 2 | P.V.C. conduits and accessories | BEC (grey) / Allwyn / AKG or equivalent Ravindera |
| 3 | Electrical accessories, Batten holder, Pendent holder, ceiling rose, bell push switches and sockets etc. [I.S.I marked] | Anchor / Rider /Indo asian / Mk |
| 4 | Modular switches | M.K. / Legrand / Indo asian or equivalent |
| 5 | Bakelite Sheet | Hylam / Formica (ISI) |
| 6 | Call bell, Buzzer & batten holder | Anchor / SSK / Rider (ISI)/ Indo asian |
| 7 | PVC Wires (Copper Conductor) | Finolex/ R.R. kable hawalles Lapp/ poly Cab |
| 8 | PVC under ground cables with Aluminium / copper conductor | Polycab/CCI/Finolex/Lapp. |
| 9 | HT (XLPE cables with Aluminium conductor | Polycab/CCI/Finolex/Lapp |
| 10 | LT (XLPE cables with Aluminium conductor) (ISI Marked) | Polycab/CCI/Finelx/Lapp |
| 11 | PVC pipe (6kg. pressure) (ISI Marked) | Supreme / AKG / Finolex / Diplast/ Ravindera. |
| 12 | G.I. pipe and M.S. pipe (medium) (ISI Marked) | Tata / Jindal / Raveindera |
| 13 | IC switches CAT-A | L&T / GE Power Controls / Siemens |
|  | CAT-B (ISI Marked) | Standard / Havells |
|  | CAT-C (Conforming to IS) | Brite / Capital |
| 14 | MCB (ISI Marked) | Legrand / Siemens / Schnieder / Indo asian |
| 15 | Enclosures (Standard Size Only) | Makes as per MCB’s |
| 16 | ELCB’s (ISI Marked) | Legrand / Siemens / Schnieder / Indo asian . |
| 17 | MCCB’s | Legrand / Siemens / Schnieder/ Indo asian . |
| 18 | Telephone wires | Delton / Finolex |
| 19 | Cable lugs | Dowells crimping type |
| 20 | Coaxial cables | Delton / Finolex |
| 21 | Cat- 6 | Delton / Finolex |
| 22 | Telephone tag blocks | Krone or equivalent |
| 23 | Energy meter | L&T / Siemens/ Genus/ as approved by HVPN |
| 24 | Terminal blocks | Elmex / Dowells / IEC |
| 25 | Indicating lamps | Vaishno / Kaycee / L&T |
| 26 | Cable Glands | Chromium plated brass heavy duty glands, weather proof with rubber washers and gaskets of Comet make |
| 27 | Fire alarm/detection , panel , RI etc | Honeywell , Ateis , Notifier |
| 28 | Street Light fittings | Philips / Havells / Bajaj |
| 29 | Capacitor Panel | SPC Electrotech/Adlec/Schneider |
| 30 | HT Panel | L&T(SPC Electrotech)/Seimens/ABB |
| 31 | Fan | Havells / C/G. / Usha |
| 32 | Transformer | SPC/ Seimens/Gillbert & Maxwell/Kirloskar |
| 33 | Lt panel | Schneider , Abb , spc electrotech (L & T) |
| 34 | Exhaust Fan | Havells / C.G. / Usha |
| 35 | Light Fittings | Philips / Havells or equivalent |
|  |  |  |

**VOLUME – II**

# BILL OF QUANTITIES

**SCHEDULE OF DNIT**

**Name of Work :- Construction of Dark Room in the Department of Physics, CV Raman Bhawan , CDLU, Sirsa.**

**Appx. Cost Rs. 1.86 Lakh**

**E. money Cont/Soc. Rs. 3800/-, 1900/-**

**Time limit 3 Months**

**Date of opening 21.04.2017**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **HSR Ref.** | **Description** | **Qty.** | **Unit** | **Rate** | **CP** | **Amount** |
| 1 | (E ) | Dismantling Concrete |  |  |  |  |  |
|  | 8.6 (D) | In cement CONC 1:2:4 | 0.23 | Cum | 71.85 | 550% | 107.42 |
| 2 | 6.6. | Earth work in excavation in foundations, trenches, etc. in all kinds of soils, not exceeding 2 metres depth including dressing of bottom and sides of trenches, stacking the excavated soil, clear from the edge of excavation and subsequent filling around masonry, in 15 cm layers with compaction, including disposal of all surplus soil, as directed within a lead of 30 metres. | 0.9 | 100/cum | 1108.1 | 425% | 52.36 |
| 3 | 10.26 | Cement concrete 1 : 8 : 16 with brick ballast 40 mm Nominal size in foundation and plinth. | 3.23 | Cum | 300.2 | 450% | 5333.05 |
| 4 | 10.114 | Damp proof course 40 mm thick of cement concrete 1:2:4 using stone aggregate 20 mm nominal size with 2 coats of bitumen 20/30 penetration, at 1.65 kg per sqm laid hot and sanded. | 0.77 | Sqm | 35.05 | 450% | 148.44 |
| 5 | 10.81 | Cement concrete 1:2:4 with stone aggregate 20 mm nominal size for reinforced concrete work in shelves excluding steel reinforcement, but including centering and shuttering, laid in position, complete in all respects. | 0.61 | Cum | 947.7 | 450% | 3179.53 |
| 6 | 18.22. | Cold twisted deformed (:ribbed/tor steel) bars for R.C.C. works, where not included in the complete rate of R.C.C including bending, binding and placing in positon complete. | 0.61 | Qtl | 917.05 | 500% | 3356.40 |
| 7 | 11.22. | First class brick work laid in cement, stone dust (from crusher) mortar 1:6 in foundation and plinth. | 0.69 | Cum | 413.55 | 600% | 1997.45 |
| 8 | 11.27 | First class brick work laid in cement, stone dust (from crusher) mortar 1:6 in first storey upto 4 metres above plinth level. | 3.56 | Cum | 434.55 | 600% | 10828.99 |
| 9 | 11.53. | 11.43 cm thick brick wall laid in cement stone dust (from crusher) mortar 1:4 in superstructure. | 9.43 | Sqm | 57.35 | 600% | 3785.67 |
| 10 | 14.89 | Providing and Fixing vitrified tiles of Size 600 x 600mm of approved make in flooring laid in any pattern as specified over base of 20mm Thick Cement Coarse Sand Mortar 1:3 and jointed with white cement slurry mixed with pigment to match the shade to tiles. **Note:** Tile shall be of premium quality (First Quality) of reputed manufacturer like Nitco, Kajaria, Somani, Orient, Johnsons & Rak. | 20.54 | Sqm | 924.3 | -15% | 16137.35 |
| 11 | 14.90 | Providing and Fixing vitrified tiles of Size 600 x 600mm of approved make in Skirting/Dado laid in any pattern as specified over base of 12mm Thick Cement Coarse Sand Mortar 1:3 and jointed with white cement slurry mixed with pigment to match the shade to tiles Note: Tile shall be of premium quality (First Quality) of reputed manufacturer like Nitco, Kajaria, Somani, Orient, Johnsons & Rak. | 1.97 | Sqm | 929.8 | -15% | 1556.95 |
| 12 | 15.7. | 12 mm thick cement plaster 1:6 | 21.21 | Sqm | 10.65 | 500% | 1355.32 |
| 13 | 15.12. | 15 mm thick cement plaster 1:6 on the rough side of single or half brick wall | 22.3 | Sqm | 13.1 | 500% | 1752.78 |
| 14 | 17.93 (-Note (i) 17.18) | Factory manufacture solid flush door and Shutters, with block board core as per I.S. No. 1659-1969 bonded with water poof type phenol formal dehyde synthetic resin, hot-pressed, conforming to I.S. 2202 part I and II, fixed in positon including iron hinges, screws, chocks/cleats and stops etc. (excluding the cost of any fittings other than specified above, but including labour for fixing the same in position)- |  |  |  |  | 0 |
|  | (a) | commercial veneering with vertical grains or cross bands and face veneer on both sides commercial facing with laminated core and lipped edges:- |  |  |  |  |  |
|  | (i) | 25 mm thick | 4.37 | Sqm | 387.15 | 165% | 4483.39 |
| 15 | 17.72. | Cost of aluminium fitting complete for doors and windows, such as tower bolts, handles, etc., and screws for these fittings (excluding sliding bolt)- |  |  |  |  | 0 |
|  | (b) | for double lead shutter | 4.37 | Sqm | 27.45 | 300% | 479.83 |
| 16 | 17.78. | Providing and fixing 150 mm hasps and Staples with necessary screws, etc., complete- |  |  |  |  |  |
|  | (b) | aluminium | 2 | no. | 10.35 | 300% | 82.80 |
| 17 | 18.34. | Pressed steel sheet frames (chowkats), consisting of 2 mm thick steel sheet of the specified sections, including iron lugs (hold fasts), iron hinges, conforming to P.W.D. specifications, including bolts for fixing stops, lock notch, provision for receiving tower bolts, and finished with one coat of ready-mixed paint red lead non-setting primer, or approved quality, fixed in position including the cost of cement concrete 1:3:6 for filling in the frame and cement concrete 1:3:6 for lugs complete:- |  |  |  |  |  |
|  | (b) | door and window frame of size 76 mm X 38 mm with 35 mm wide single rebate | 11.84 | Mtr. | 58.6 | 500% | 4162.94 |
| 18 | 18.14 | Supplying, hoisting and placing in position tubular trusses including runners, purlins, consisting of steel tubes conforming to I.S. specifications of tested quality duly welded with fillet welds 6 mm thick through-out including wind bracing. Open end of pipe sealed with 3 mm thick plate including the cost of nuts and bolts where bolts connections are specified at flange joints including one coat of ready mixed red oxide zinc chromate primer of approved quality assembling and fixed in positon complete in all respect. | 3.902 | Qtl | 1283.15 | 500% | 30041.11 |
| 19 | 16.2 | Applying pink primer or aluminium priming coat on wood work including preparation of surface, knotting and stopping etc. | 10.49 | Sqm | 3.75 | 230% | 129.81 |
| 20 | 16.3. | Painting two coats excluding priming coat with synthetic enamel paint in all shades on new wood work or metallic or plastered or concrete surfaces to give an even shade. | 26.43 | Sqm | 9.4 | 230% | 819.86 |
| 21 | 16.81 | Providing & applying two coats white cement based putty over plastered surface and grinding the surface smooth with sand paper to get an even and smooth finish including cost and carriage of all material, labour charges, scaffolding, sundries etc. | 81.08 | Sqm | 11.35 | 230% | 3036.85 |
| 22 | 16.58. | Distempering with washable oil bound distemper (of approved manufacture) two coats over one priming coat on new work. | 81.08 | Sqm | 9.1 | 230% | 2434.83 |
| 23 | 16.79 | Providing two coats of exterior acrylic emulsion paint. |  |  |  |  | 0 |
|  | (b) | 1st Quality | 14.31 | Sqm | 48.75 |  | 697.61 |
| 24 | 13.92 | Providing & fixing false ceiling **without grooves** with 12mm to 15mm , 600mm x 600mm best quality mineral fiber tiles of approved make fixed on MS Steel runners frame i/c cost of screws angles, cleats, rawel plugs, with taping & painting etc. complete in all respect as approved by the Engineer-in-Charge. | 22.22 | Sqm | 700 | 10% | 17109.40 |
| 25 | NS | Providing & fixing Multi-rib TM 1020 Profile Crest 30 mm depth, 250 mm pitch,(Covered width 1020 mm) Overall width 1060 mm. Zinc coating shall be 120 gsm as per IS-277 CRCA steel sheet as per IS-513 Top-Coat polyester 18-20 micron over 5 micron epoxy primer. Bottom coat 5-7 micron alkyd. YS-240 MPA, Thickness 0.50 mm sheet over frame of MS tube fixed with nut and bolts complete in all respect as desired by the Engineer-in-Charge. | 24.25 | Sqm | 599 |  | 14525.75 |
| 26 | NS | Providing and laying as per approved sample, single piece 15mm-18mm thick granite stone Cats eye slabs in treads & risers or similar location works laid with 20mm thick (average) cement bed mortar 1:3 (1 White cement :3 coarse sand), spreading underlayer of dry White cement & all joints to fill with white cement slurry mixed with matching pigment to match the colour of stone. The item cost includes cost of mirror polishing, half round or full round edges bands, rubbing, curing, etc complete to the entire satisfaction of Engg in charge / Architect for all height & leads. | 7.23 | Sqm | 3350 |  | 24220.50 |
|  |  | **Electrical work.** |  |  |  |  |  |
| 1 | 31.44 | Supply and erection of PVC conduit pipe ISI marked (Medium) recessed in wall / ceiling etc. including cost of PVC bends, inspection box and all other material required to complete the job in all respect up to the entire satisfaction of Engineer-in-Charge of work. | 80 | Mtr. | 37 | 10% | 3256 |
| 2 | 31.41 | Supply and erection of double door sheet steel enclosure distribution board suitable for MCB,s and ELCB,s etc. recessed in wall including bonding to earth with all labour and material required to complete the job in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. | 1 | Each | 1350 | 10% | 1485 |
| 3 | 31.40. | Supply and erection of PVC unsheathed copper conductor cable single core 1100 volts grade in pipe of suitable size excluding cost and erection of pipe. |  |  |  |  | 0 |
|  | (i) | Cable size 1.5 sqmm (3/0.81mm) | 200 | Mtr. | 10.2 | 10% | 2244 |
|  | (iii) | Cable size 4 sqmm (7/0.85mm) | 400 | Mtr. | 24.5 | 10% | 10780 |
| 4 | 31.17 | Supply and erection of miniature circuit breaker/isolator 240/415V in the existing distribution board including making necessary connections:- |  |  |  |  | 0 |
|  | (i) | 40 amp. | 10 | Each | 95 | 30% | 1235 |
|  | (ii) | 63 amp.. | 2 | Each | 240 | 30% | 624 |
| 5 | 31.26. | Supply and erection of under ground cable, loose in existing pipe or trenches complete with necessary connections:- |  |  |  |  | 0 |
|  | (iv) | 10 sq mm 2 Core cable | 35 | Mtr. | 35 | 140% | 2940 |
| 6 | 31.26. | Supply and erection of under ground cable, loose in existing pipe or trenches complete with necessary connections:- |  |  |  |  | 0 |
|  |  | 16 amp. Socket | 8 | Each | 165 | 0% | 1320 |
|  |  | 20 amp. switch | 8 | Nos. | 116 | 0% | 928 |
|  |  | Fan Regulator | 1 | Each | 397 | 0% | 397 |
|  |  | 10 amp. Socket | 1 | Each | 106 | 0% | 106 |
|  |  | 10 amp. 1 way switch | 5 | Each | 87 | 0% | 435 |
| 7 | 31.57 | Providing & fixing G.I. concealed sheet metal boxes with inner and outer face plate including concealing the box in wall and fixing in position with inner plate and face plate with all labour and material required for the job complete in all respect. |  |  |  |  | 0 |
|  |  | 4 Modules | 8 | Each | 148 | 0% | 1184 |
|  |  | 8 Modules | 1 | Each | 269 | 0% | 269 |
| 8 | 31.58 | Supply and erection of PVC pipe ISI marked (Medium) recessed in wall / ceiling etc. including cost of PVC bends, inspection boxes, iron hooks and cement concrete etc. complete in all respect up to the entire satisfaction of Engineer-in-Charge of work. |  |  |  |  | 0 |
|  |  | PVC Pipe of 40mm dia | 25 | Mtr. | 56 | 0% | 1400 |
| 9 | 31.35. (i) | Supply and M.S. pipe (B-class) for suspension rod of ceiling fan including threading if required. |  |  |  |  |  |
|  | (b) | 20 mm dia | 2 | Mtr. | 33.2 | 130% | 152.72 |
| 10 | NS | Supply and erection of A.C. ceiling fan 48" size (1200mm) with down rod, modular socket type electronic regulator 5 star rating complete with petty material required to complete the job in all respect. | 1 | Each | 1986 |  | 1986 |
| 11 | NS | Supply and Erection of T-5, 1x18W LED tube light fitting complete with necessary connections and material required to complete the job in all respect. | 2 | Each | 656 |  | 1312 |
| 12 | NS | Supply and erection of PVC Exhaust fan 12" size (305mm) with louver shutter, connection complete with petty material required to complete the job in all respect. | 1 | Each | 1730 |  | 1730 |
|  |  | **Total** |  |  |  |  | **185600.12** |

HDM Executive Engineer