
**CHAUDHARY DEVI LAL UNIVERSITY,
SIRSA (HARYANA).**

TENDER DOCUMENTS

NAME OF WORK	:- Supply and placing 15 Nos. Dustbin having capacity of 500 Kg. on hire bases at locations near main buildings and residences for lifting of waste / garbage in CDLU, Sirsa.
APPROXIMATE COST	:- RS. 6.07 LAC
EARNEST MONEY	: Rs. 12200/-
TIME LIMIT	:- 3 Years
DATE OF SALE OF TENDER	:- UP TO 1.00 P.M. ON 21.07.2015
DATE OF RECEIVING OF TENDER	:- 22.07.2015 AT 11.00 a.m.
DATE OF OPENING OF TENDER	:- 22.07.2015 AT 11.30 a.m.
COST OF TENDER DOCUMENT	:- RS. 1000/-
UNIVERSITY RECEIPT No.	DATED

ISSUED TO -

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

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CHAUDHARY DEVI LAL UNIVERSITY SIRSA

(Established by the State Legislature Act 9 of 2003)

Short Time 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 (Rs.)	Cost of tender Form	Last date of sale of tender	Date & time of receiving	Date & time of opening	Time limit
1.	Raising of Boundary wall (Southern Side) at CDLU, Sirsa.	29.85 Lac	59700/- 29900/-	5000/-	21.07.15 upto 1.00 p.m.	22.07.15 at 11.00 a.m.	22.07.15 at 11.30 a.m.	6 Months
2.	Upgradation of Street Lighting System at CDLU, Sirsa.	28.27 Lac	56600/- 28300/-	5000/-	21.07.15 upto 1.00 p.m.	22.07.15 at 11.00 a.m.	22.07.15 at 11.30 a.m.	2 Months
3.	Special repair and renovation of Tagore Bhawan (Teaching Block No. 1, ext. of Tagore Bhawan including parking) at CDLU, Sirsa (re-tender).	8.74 Lac	17500/- 8750/-	1000/-	21.07.15 upto 1.00 p.m.	22.07.15 at 11.00 a.m.	22.07.15 at 11.30 a.m.	4 Months
4.	Supply and installation of Air conditioners at reading Halls and computer lab in Vivekananda library.	8.73 Lac	17500/-	1000/-	21.07.15 upto 1.00 p.m.	22.07.15 at 11.00 a.m.	22.07.15 at 11.30 a.m.	2 months
5.	White washing and painting of various buildings (C.V. Raman Bhawan, Library, Shopping complex, media center and hostel mess of GH 1) at CDLU, Sirsa (re-tender)	7.53 Lac	15100/- 7550/-	1000/-	21.07.15 upto 1.00 p.m.	22.07.15 at 11.00 a.m.	22.07.15 at 11.30 a.m.	5 Months
6.	Supply and placing 15 Nos. dustbins capacity of 500 kg. on hire basis at locations near main buildings and residences of lifting of waste / garbage in CDLU, Sirsa.	6.07 Lac	12200/-	1000/-	21.07.15 upto 1.00 p.m.	22.07.15 at 11.00 a.m.	22.07.15 at 11.30 a.m.	3 Years

Conditions :-

1. Earnest money shall be deposited in favour of Executive Engineer, CDLU, Sirsa in the form of DAC/DD payable at Sirsa in case of purchase of tender from office.
2. For work at Sr. No. 2, contractor should be license holder from the Chief Electrical Officer.
3. Joint venture will not be accepted.
4. The DNIT is made available in the office of the undersigned and can be seen at any time during the office hours.
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 and in that situation no claim on any account will be entertained.
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 agencies 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. Bids would require to be valid for 120 days from the date of submission. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of submission. If any bidder withdraws his bid during bid validity period, any modification in the terms and conditions of the bid, the said earnest money shall stand forfeited.
14. (a) The agency whose bid is considered acceptable shall furnish an irrevocable performance security in the shape of bank guarantee/FDR equal to 5% of the tendered cost of any scheduled bank in favor of Executive Engineer, CDLU, Sirsa before issue of allotment letter. The allotment of work shall only be issued on receipt of bank guarantee. The bank guarantee shall be valid for a period of defect liability period + 30 days beyond completion period. The bank guarantee is required by the University for the Successful Performance of this contract and to cover the liquidated damages specified in the tender documents in case of breach of the contract by the contractual agency.
(b) Time is the essence of this contract. No extension in stipulated time of completion shall be granted. In case the contractual agency fails to complete the work within the stipulated time, the bank guarantee so furnished is liable to be forfeited and reimbursed in favor of the University without any notice.
15. 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 Supply and placing 15 Nos. Dustbin having capacity of 500 Kg. on hire bases at locations near main buildings and residences for lifting of waste / garbage in 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 1000/- 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.	Supply and placing 15 Nos. Dustbin having capacity of 500 Kg. on hire bases at locations near main buildings and residences for lifting of waste / garbage	As per DNIT	3 Years	12200/-

	in CDLU, Sirsa.			
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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 21.07.2015 (1.00 p.m.).
5. Contractors are advised to collect and submit the Tender Documents in person.
6. The last date for submission of bids is 22.07.2015 up to 11.00 a.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 minimum 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 quote the FOR rates.
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:
The Executive Engineer,
Chaudhary Devi Lal University,
Barnala Road, Sirsa (Haryana).
Ph.: 01666-239803
14. On acceptance of the tender, the Contractor shall either himself remain available or arrange the availability of an accredited representative, legally authorized in writing 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 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.

17. 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.
18. Each Tenderer/ Contractor shall submit only one tender for one work. Violation of this will lead to his disqualification.
19. Unless otherwise stated, the contract shall be for the whole work as described in the “Scope of Work”. The Contractor shall be bound to complete the whole work as described in the scope of work, including the additional items if any, as per 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.
20. 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.
21. Incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
22. 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.
23. A set of tender document 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)
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
 31. Unless stated otherwise in the Tender Documents, the Contract shall be for the whole work as described in Vol.-II. (Scope of Work, Specifications).
 32. 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, including procurement, delivery, erection and completion of works. This includes all the requirements under the Contractor’s responsibilities for testing, if required.
 33. 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.).
 34. No interest shall be paid on Earnest Money/Security Deposit.
 35. 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.
 36. 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.
 37. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
 38. 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.
 39. 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.
 40. One set of tender document and all other documents relating to the works under contract shall be kept with the contractor and made readily available for discussions, examinations of the Engineer or his representatives.
 41. Contractor/ bidder is advised to read carefully all chapters and give complete information regarding his proposals, 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.
42. 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).
 43. 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.
 44. All the equipment/machinery supplied shall be guaranteed for twelve (12) months from the date of supply/completion 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 3 months after the completion of work i.e. from the date of final checking testing and commissioning of the complete work.
 45. No claim shall be entertained if the work is to be curtailed/stopped due to any unavoidable circumstances.
 46. The tender should accompany the PAN & Sales/VAT Tax (Tin No.) of the firm or company as the case may be.
 47. Details of estimate as per schedule attached from page 37 to 38.
 48. Total estimated Cost Rs. 6.07 lacs.

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
	Rate to be quoted on the schedule items attached				

Certified that this D.N.I.T. contains 38 Pages.

49. This tender documents issued by this office contains page 1 to 38

CHAPTER - 2

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:- Supply and placing 15 Nos. Dustbin having capacity of 500 Kg. on hire bases at locations near main buildings and residences for lifting of waste / garbage in CDLU, Sirsa.

- | | |
|--|--|
| a) Estimated amount | Rs. 6.07 Lac |
| b) Earnest money | 2 % of the estimated cost i.e. Rs. 12200/-. |
| c) Security deposit | 10 % shall be deducted from running bills subject to maxim 5% of the agreement amount. |
| d) Time period | 3 Years |
| e) Taxation Percentage if applicable, to be deducted from running bills. | Income Tax & VAT and any surcharge or any other tax as applicable from time to time. |

1% Cess shall be charged in the works costing more than Rs. 10.00 Lacs.

Should this offer be accepted in whole or in part, I/we hereby agree to abide by and fulfill 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 - 3

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, understood the scope of work included in the Bid and to be executed by us.
3. I/we 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 throughout the period of 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 three (3) months 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 or replace the material, 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, 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 - 4

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 thereof 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 Chaudhary Devi Lal University, Sirsa .
10. Owner' or 'University' or 'Client' means Chaudhary Devi Lal University, 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 submit 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. The “contract sum” means the sum identified in the contract for the completion of works as per contract.
27. “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.
28. “Portion of the work” means a part of the work to be executed.
29. “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.
30. “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.
31. “Defect liability period” i.e. minimum twelve (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.
32. “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.

33. "Permanent Works" mean the permanent works to be executed and maintained in accordance with the Contract.

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:

CDLU	=	Chaudhary Devi Lal University
DPR	=	Detailed Project Report
E&M	=	Electrical and Mechanical
GOI	=	Government of India
SS	=	Stainless Steel
T&P	=	Tools and plant
TOR	=	Terms of Reference

CHAPTER - 5

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 sum 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 & balance 50% security shall be refunded after completion of defects liability period of 3 (Three) months from the date of completion of work 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. 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

Action when whole of this security deposit is forfeited.

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.

- (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.

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) Omitted

CLAUSE - 6 Omitted

CLAUSE – 7

Payment on
Intermediate
Certificates
Regarded as
Advances

No advance payment will be made. Any payment will be released only for the actual supply ordered and executed. Payment will be released after successful supply and acceptance of the same by the authority.

CLAUSE- 8 - Omitted

Bills to be Submitted Monthly

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

**Stores supplied by
University**

Omitted

CLAUSE-10 – A Inspection of Material

Inspection of material will be conducted at manufacturer’s premises/ at CDLU at bidder’s cost.

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.

CLAUSE-10- B Secured Advance- Omitted

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

Omitted

CLAUSE -11A Removal of Employees/Workmen- Omitted

CLAUSE -12 Alterations in Specification Omitted

Do not invalidate contract

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

Omitted

CLAUSE -13

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

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.

CLAUSE -14 Omitted

Action and Compensation Payable in case of Bad Work

Works to be Open for Inspection

Contractor or responsible agent to be present.

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.

CLAUSE -16 Omitted

Notice to be given before Work is Covered-up

CLAUSE -17 Omitted

Liability for Damage and Imperfection for six Months after Certificate

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

Omitted

CLAUSE -19**Labour Laws-**

The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour 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 Omitted

CLAUSE -20 (A)- 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.

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

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

Work not to be sublet

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

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.

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 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. 25,000/- (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/and has 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 and below Rs. 1,00,000/-	5% of amount claimed.
(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.

(a) of the date of completion of the work as certified by Executive Engineer In charge, or

- (b) of the date of abandonment of the work, or
- (c) of its non-commencement within 6 months from the date of abandonment, or written orders to commence the work as applicable, or
- (d) 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
- (e) 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 - Omitted

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

CLAUSE -26 (A)- Omitted

Fluctuations in railway freight

CLAUSE – 27

Lump sum in Estimates.

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.

CLAUSE - 28 Omitted

Specifications

CLAUSE - 29

**Definition of
works**

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.

CLAUSE – 30 Omitted

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 Omitted

Price variation

CLAUSE – 35

**PERFORMANCE
SECURITY**

The successful tenderer will furnish performance security @ 5% of the contract price in the form of bank guarantee, to be kept as a surety that the contractor completes the work satisfactorily. Initially, the performance guarantee will be valid up to end of the defects liability period plus 30 days. In case the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is returned to the contractor after the date specified in the contract.

HDM

Witness

Executive Engineer

CHAPTER – 6

SCHEDULE OF ADDITIONAL CONDITIONS

1. 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.
2. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
3. The contractor shall not be entitled for any payment on account of work executed till he signs his agreement.
4. 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.
5. Actual quantities of completed and accepted work shall only be paid.
6. The contractor shall not be entitled for any payment on account of work done till he signs his agreement.
7. 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.
8. 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.
9. 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 entertained.
10. 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.
11. 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.
12. 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.
13. Applicable Service tax shall be paid by the agency to the concerned deptt. If any. The contractor will be got registered with Central Excise and Custom Department. The agency will be responsible for depositing the service tax directly to Central Excise and Custom Department.

CHAPTER – 7

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 ;_

- (a) Rate of daily or monthly wages.

- (b) Name of work on which employed.
- (c) Total Number of days worked during each wage period.
- (d) Total amount payable for the work during each wages period.
- (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) 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:
 - (a) Fines,
 - (b)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.
 - (c)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.
 - (d)Any other deductions which the University may from time to time allow.
- (2) 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.
- (3) 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.
- (4) 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 :-

- (1) 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.
 - (2) 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.

- (10) 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 made 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.

14. 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 – 8

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 - 9
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 – 10

Performa of Agreement

The successful tenderer will be submit the agreement for the contract on non Judicial stamp paper. The Performa of the agreement is given below:

AGREEMENT FORMAT

An agreement made on this day _____ at Sirsa between the Ch. Devi Lal University Sirsa through its Registrar hereinafter called the Ch. Devi Lal University which expression shall include where the context so admits, the representatives, successors or assignee under the law in force for the time being on the one part and “_____” which expression shall includes where the context so admits the representatives, successor or assignee under the law in force for the time being on the other part witnessed as follows.

That the work “_____” has been allotted to the firm vide letter No. _____ dated _____ with an approximate cost of Rs. _____ only on the following rates, terms and conditions given in the DNIT of this work:-

Brief description & rates

CONDITIONS

1. 10% security will be deducted from running bills subject to a maximum 5% of the agreement amount. The same will be refunded as under:
One-half of the security deposit will be refunded on completion of the work as certified by the Engineer-in-Charge provided the final bill is for a plus amount and balance 50% security shall be refunded after completion of defects liability period of 3 (Three) months from the date of completion of work and after removal of all defects etc.
2. The time limit for completion of this work shall be _____ **month** from the date of issue of this letter.
3. Work will be done as per DNIT.
4. Work can be increased or decreased.
5. Deduction of all taxes and surcharge will be made as per Govt./CDLU rules from time to time.
6. Firm will be responsible for any damage done by its labour directly or indirectly during the execution of this work.

CONTRACTOR WITNESS EXECUTIVE ENGINEER REGISTRAR

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 Bidders' 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 sign the contract, failing which action as DNIT will be taken.

Executive Engineer

-
1. Delete "corrected and" or "and modified" 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

VOLUME – II

BILL OF QUANTITIES

SCHEDULE OF DNIT

Name of Work :- Supply and placing 15 Nos. Dustbin having capacity of 500 Kg. on hire bases at locations near main buildings and residences for lifting of waste / garbage in CDLU, Sirsa.

Appx. Cost **Rs. 6.07 Lac**
E. money Cont/Soc. **Rs. 12200/-**
Time limit **3 Years**
Date of opening **22.07.2015**

Sr. No.	Description	Qty	Unit	Rate to be quoted by the contractor
1	Supply and placing 15 Nos. Dustbin having capacity of 500 Kg. on hire bases at locations near main buildings and residences for lifting of waste / garbage in CDLU, Sirsa.	15 Nos.	Each dustbin per month	

Special Conditions:

1. The above rates (to be quoted by the contractor) all inclusive all taxes.
2. The waste garbage shall be lifted daily or alternate days as per availability of quantity.
3. The payment shall be made in the first week of every month after submitting the bill and verified from SDE / JE (PH).
4. The garbage shall be filled in the dustbins by the sweepers of university.
5. The contractor shall quote the rates for 1st year. Every successive year, an amount of 5% in rates of previous year shall be paid. However, total period of contract shall be 3 years. Beyond it if require, the contract agreement shall be extendable on mutual understanding on the existing terms and conditions.
6. The successful tenderer will furnish performance security @ 5% of the contract price in the form of bank guarantee, to be kept as a surety that the contractor completes the work satisfactorily. Initially, the performance guarantee will be valid up to end of the defects liability period plus 30 days. In case the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is returned to the contractor after the date specified in the contract.
7. If a contractor does not execute agreement or deposit performance guarantee or does not start the work or failed to complete the work after acceptance of tender as per agreement, the contractor is liable to be debarred and suspended from participating in the re-tender of that work or in future tenders and his enlistment may be suspended.
8. Information of punitive action taken against a contractor shall be given wide publicity and circulated among the Government Organizations.
9. In case, the supplier / contractor fails to execute the supply order/contract on the rates, terms and conditions as contained in the supply order within the stipulated period, he shall be liable to such as blacklisting, debarring from having any business with this University, forfeiture for earnest money/security, besides any other action as may be deemed proper by the University.
10. Applicable Service tax shall be paid by the agency to the concerned deptt. If any. The contractor will be got registered with Central Excise and Custom Department. The agency will be responsible for depositing the service tax directly to Central Excise and Custom Department.

HDM

Executive Engineer