

**PANJAB UNIVERSITY
CONSTRUCTION OFFICE
CHANDIGARH**

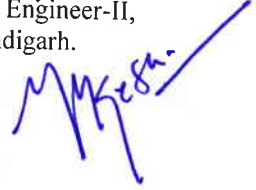
E-TENDER NOTICE

Tender on percentage rate basis through Electronic-Tendering process is invited on behalf of Panjab University from appropriate class of contractors enlistment with Chandigarh Administration, CPWD, CHB, PWD (B&R), M.E.S. Boards, Corporations, HUDA, PUDA, Institutions upto bid submission date for the following work on the prescribed tender form available at website <http://etenders.chd.nic.in/nicgep>

Sr. No.	Name of work	Estimated Cost	Earnest Money	Time Limit	Last date of submission of bid online	Date of opening of bid
1.	Supply and Installation of new fire Extinguishers for various buildings in P.U. Campus, Sector-14 and 25, Chandigarh. Ch. To:- "AR & MI"	Rs. 14,85,000/-	Rs. 30,000/-	4 Months	19.05.2026 upto 4.00 PM	20.05.2026 at 11.00 AM

For detail of terms and conditions of detailed notice inviting tenders refer to website www.etenders.chd.nic.in and for any clarification/difficulty regarding e-tendering process, the office of the undersigned Executive Engineer – II, Chandigarh can be contacted on any working day.

30/4/26
Executive Engineer-II,
P.U. Chandigarh.



Receipt of depositing of Original EMD in the Office of Panjab University, Construction Office, Chandigarh.

(Receipt No. _____ date _____)

1	Name of Work	Supply and Installation of new fire Extinguishers for various buildings in P.U. Campus, Sector-14 and 25, Chandigarh.
2	Estimated Cost	Rs. 14,85,000/-
3	Amount of Earnest money Deposit	Rs.30,000/-
4	Last date of submission of bid	19.05. 2026 upto 4.00 PM
1	Name of Contractor:	
2	Form of EMD:	
3	Amount of Earnest Money Deposit:	
4	Date of submission of EMD:	

Office In-charge
Executive Engineer Office
P.U. Chandigarh

**PANJAB UNIVERSITY
CONSTRUCTION OFFICE
CHANDIGARH**

E-TENDER NOTICE

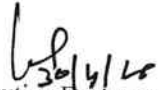
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- 1 The work is estimated cost **Rs. 14, 85, 000/-** This estimate, however, is given merely as a rough guide.
- 1.1 Contractors shall have to fulfill the criteria of satisfactory completion of said work as given below:-
 - 1.1.1 Eligibility criteria of having satisfactorily completed similar works during the last seven years ending last day of previous month in which the tender is invited. The works completed upto previous day of last day of submission of tenders shall also be considered.
 - (i) Three similar works each of value not less than **40%** or two similar works each of value not less than **60%** or one similar work of value not less than **80%**.
Similar works means: Supply of Fire Extinguishers and either itself of such amount as referred herewith.
The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per Annum calculated from Date of completion to last date of Receipt of tenders.
 - ii) Average Annual Financial Turnover duly issued by registered Chartered Accountant during the last 3 years ending, 31st March 2025 should be at least 50% of the estimated cost of this work.
 - iii) The bidder should also furnish:
 - a) The affidavit that I/ We hereby declare that I/we have not been black listed debarred/ suspended by any Govt. / Semi Govt./ Corporation/ Pvt. at present. No litigation is pending adjudication before any court of law about the blacklisting/Debarring of the firm for future participation in any tender/quotation
 - b) The affidavit shall be of last 3 months from last date of opening of tender. The absence of required document of the firm shall be technically disqualified.
 - iii) **The original EMD (in the form of DD, In favour of Registrar P.U.Chd) should be deposited in the office of Executive Engineer, P.U. Construction office till the last working day , which is one day before bid submission. Receipt to this will be issued on the prescribed Performa.**
 - iv) **The receipt shall be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.**
 - v) **The Proforma of Receipt of Deposition of Original EMD be downloaded from the website www.etenders.chd.nic.in and submitted with EMD for issue.**
 - vi) **The intending bidder has to receive the receipt of deposit of EMD upto 4.00 PM before one day of date of bid submission from Construction office.**
2. Bids document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>

3. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. Scanned copies of Earnest Money Deposit receipt & copy of affidavit and copy of enlistment, GST no., EPF no. shall also be uploaded along with Bid within prescribed time limit. **The bidder shall be verified the required technical documents(Hard Copy) from the office of the Executive Engineer along with submission of the EMD, before uploading the bid.**
4. Agreement shall be drawn with the successful tenderer on prescribed P.U. Form. Tenderer shall quote percentage above or below the DNIT amount in prescribed BOQ attached herewith.
5. The site for the work is available.
 - a) Last date of Submission of Tender/Bid shall be: **19.05.2026 (Upto 4:00 pm)**
 - b) Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work as applicable to be done and the set of terms and conditions of contract to be complied with, by the contractor and other necessary documents can be seen in the office of the Executive Engineer-II, P.U. Construction office, Chandigarh between hours of 11:00 A.M. & 4.00 P.M on everyday except on Saturday, Sundays and Public Holidays.
6.
 - i) **Cover- 1** Shall contain scanned copy of deposit for pre qualification such as Earnest Money receipt, copy of valid enlistment, certificate of registration of GST, PAN No., **EPF No.**, contact number mobile/landline etc. and completion certificate of works Affidavit in original as specified in 1.1.1.(iii) a
 - ii) **Cover-2** Shall contain financial bid on the prescribed form.
7. The earnest money shall be in the shape of Demand Draft on any scheduled Bank payable at Chandigarh in favour of the Registrar P.U., Chandigarh.
 - i) The cover 1 shall be opened on the due date of opening
 - ii) The cover 2 shall be opened only of those contractors who will be found technically qualified for the work.
8. The firm that uploaded the bid shall be deemed to have agreed upon the terms and conditions of tender document.
9. The pre qualification documents uploaded shall be deposited in original by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority.
10. List of Documents to be scanned and uploaded within the period of bid submission:-
 - i) Copy of EMD deposit receipt.
 - ii) Valid enlistment of the Contractor.
 - iii) Affidavit as above.
 - iv) Certificate of valid Registration for GST, PAN No., **EPF No.** contact number mobile/landline etc.
 - v) The intending bidder has to receive original EMD depositing receipt before one day of bid submission of tender from the division office.
11. The bid submitted shall become invalid and rejected if :-
The bidder is found ineligible on account of following:-
 - a) The bidder does not deposit original EMD and not obtained its receipt form P.U. Construction office of Executive Engineer-II, Chandigarh within bid submission date.
 - b) The bidder does not upload all the documents (including GST, PAN No., **EPF No.** as stipulated in the bid documents including the copy of receipt for deposition of original EMD.
 - c) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
 - d) The valid affidavit issued after publishing of this tender is not found in order.
12. The competent authority on behalf of Registrar P.U. Chandigarh does not bind himself / herself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The contractor shall not be permitted to tender for works in the Construction office of P.U. Chandigarh (responsible for award and execution of contracts) in which his near relative is posted in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer/ official in the Construction office of P.U., Chandigarh. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department as well as for future works.
15. No employee of P.U. Chandigarh is allowed to work as a contractor for a period of two years after his retirement from Govt. Service, without the previous permission of the P.U. in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the P.U. As aforesaid before submission of the tender or engagement in the contractor's services.
16. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is

38. Panjab University reserves the right to reject any or all the applications/tenders without assigning any reason. **Over all lowest bid will be criteria for finalization of tender.**
39. In case, the date of receipt/opening of tender is declared or happens to be a public Holiday, The tenders will be received/opened on the next working day at the same stipulated time.
40. For any Technical Issue related to Electronic Tendering Portal, Bidders may contact IT Cell, DIT, Additional Deluxe Building 5th Floor, Sector-9, Chandigarh or email at etender@chd.nic.in, Phone No.0172-2740641,0172-2740003.


30/4/20
Executive Engineer-II,
P.U. Chandigarh.



DNIT Supply and Installation of new fire Extinguishers for various buildings in P. U. Campus, Sector-14 and 25, Chandigarh.

Ch. To:- "AR & MR"

Estimated amount: Rs. 14,85,000/-
Earnest Money: Rs. 30,000/-
Time period: 4 Months

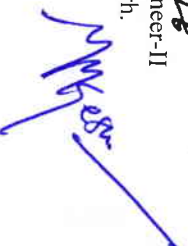
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT With Taxes
1.00	Supply of new Fire Extinguishers	4	Nos.	6300.000	315000.000
1.01	Supply of 6kg Capacity Fire Extinguisher ABC Type to be filled with 90% mono ammonium phosphate powder confirms to IS:4308:2019, with stored pressure type, UGTS pressure gauge, gross weight 8.90Kg, empty weight 2.9Kg, height up to 530mm, diameter 150mm(+/- 10mm), discharge time 24 seconds, controllable discharge mechanism, jet range 5.0m, Average discharge 92%, A rating-6A, B-rating 183B, deep drawn & Co2 mig welding, EPDM rubber hose with aluminium clamp, inside epoxy powder coated, outside pure polyester powder coated(UV resistant), Brass forged valve with safety pin of SS, made up of 1.6mm thick metal sheet, approved IS: 15683:2018. warranty of 3 Years(The fixing of cylinders shall be free of cost). Complete in all respects to the entire satisfaction of engineer in charge. (Ref:- N.S.)	325.000	Nos.	3600.000	1170000.000
Total in Figures					1485000.000

Terms and Conditions:-

- The work shall be carried out as per site and to the entire satisfaction of the Engineer-in-Charge.
- The contractor shall quote only percentage rate above or below.
- Any error or omission in nomenclature, rates or unit can be corrected at any stage according to work at site.
- All the above rates are subject to various notes, given in relevant chapters of IS:2190:2024 issued by the code of fire fighting works. The contractor shall quote their own rates for N.S. Items. No premium will be allowed on N.S. Items.
- The work shall be carried out as per IS:2190:2024 specifications latest edition, amended upto date.
- On acceptance of tender, the name of accredited representative(s) of the contractor who would be responsible for taking instruction from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
- 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 and his decision shall be final and binding on the contractor.
- Any error in description, quantity or rate in schedule of quantities or any omission there of shall vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- The contractor for his authorized representative should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.

10. Any material left at site one month after completion of work shall become the property of the department and no payment shall be made to the contractor for the material.
11. No payment will be made to the contractor for damage caused by flood, rain, local disturbance, war, epidemic or either natural calamities during execution of work and no such claim on this account will be entertained.
12. The samples of the material would be tested at regular intervals in the Laboratory as per directions of the Engineer-in-Charge the cost for which shall be borne by the agency.
13. If any scheduled item/N.S. is not covered by notice inviting tender but required at site and got executed as per site condition as per orders of Engineer-in-Charge shall be paid as per Analysis of rate in accordance to the rates quoted by the firm in the corresponding chapter.
14. If any item is not available in the market as per specifications taken in the DNT, alternative specifications of the item shall be approved by the Engineer-in-Charge before supply and cost shall be reduced as per lowest market rate of material of reputed firms.
15. The fixing and installation cylinders shall be free of cost at various locations in Panjab University Campus, in Sector 14 and 25, Chandigarh. Complete in all respects to the entire satisfaction of engineer in charge.
16. GST shall not be paid extra.
17. F.O.R Panjab University, Sec-14/ 25, Chandigarh.
18. **Make: Kanex/Cease fire/Minimax brand will be accepted**
19. The bidder / OEM must have ISO 9001:2015 Certifications
20. OEM shall have In House HLD Testing Facility (Valid Proof must be submitted along with offer)
21. Operating Temperature must be as per IS15683:2018
22. GA Drawing of Product is mandatory with GTP & must be submitted along with offer.
23. Bidder's offer is liable to be rejected if they don't upload any of the certificates documents sought in the Bid document.
24. Guarantee of fire extinguisher shall be five years that includes pressure, Gas, Powder, Spare parts, Paints, etc. The certificates shall be submitted by L1 bidder at the time of billing.
25. The bidder has to buyback of old/existing empty cylinder of fire extinguishers rate which is mentioned below:
 - a. 2.6kg to 4.00 kg = Rs. 85/- per cylinder.
 - b. 2.75kg to 5.00 kg = Rs. 90/- per cylinder
 - c. 2.9kg to 6.00 kg = Rs. 105/- per cylinder
26. The recovered/deducted amount shall be reflected at the billing under buyback rates
27. The MAP 50% manufacturing firm shall have NABL accredited lab, EN approval and IRS certification. The service provider must have PESO authorization certification for refilling and hydro testing station and contractor also submit the copies along with Bid.
28. GST or Any tax on material in respect of this contract shall be payable by the contractor and Panjab University will not entertain any claim whatsoever in respect of the same.
29. **If there is any tax liability arising out of non linkage of Aadhar and pan of the cont. the same shall be borne by the contractors and the university shall not be responsible for the same.**
30. 2.5% security will be deducted from the bill and the same will be released after 1 year from the date of completion of work provided no defect certificate is issued by the Engineer-in-charge. The security deposit if not reclaimed within one year from the same become due payable shall stand lapsed as per P. U. accounts manual 8.17 (4) C.
31. Labour Cess @1% of the total cost of construction shall be deducted from the bills of the contractor.
32. The statutory deduction are as per present rates notified by the Govt. of India however if there is any change subsequently the same will be affected accordingly.

Executive Engineer-II
P. U. Chandigarh.



Name of Contractor.....

Name of Work.....

**Panjab University
UNIVERSITY CONSTRUCTION OFFICE
CHANDIGARH
ITEM RATE TENDER
AND
CONTRACT FOR WORKS**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Engineer in charge, University Construction office.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and Schedule rates and any other documents required in connection with the work, signed for the purpose of identification by the Engineer in charge shall also be open for inspection by the contractor at the office of the Engineers in charge during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.

3. Any person who submits a tender shall fill up the usual printed form, stating at how much per cent above or below the rates specified in Rule I he is willing to undertake the work: Only one rate of percentage more or less on all the Schedule rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

Contractor

Witness

*Engineer in charge
for Registrar,
Panjab University*

4. The Engineer in charge or his duly authorised assistant will open tenders in the presence of any intending contractors or their authorized agents who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

5. The Engineer in charge shall have the right of rejecting all or any of the tenders.

6. The department may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners or some other person produces written authority enabling him to give effectual receipts on behalf of the firm.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Engineer in charge and the contractor shall be responsible for seeing that he procures a receipt of the Cashier, Panjab University.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the University Construction Division and their issue rates, shall be filled in and completed in the office of the Engineer in charge before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender

Contractor

Witness

*Engineer in charge
for Registrar,
Panjab University*

TENDER FOR WORKS

I/We hereby tender for the execution for the Registrar of the Panjab University (hereinafter referred to as University) of the work specified in the underwritten memorandum within the time specified in the such memorandum at*

per cent below/above the rates entered in the schedule of rates mentioned in Rule I and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule I hereof and in clause 11 of the annexed conditions, and with such materials as are provided for and by, in all other respects in accordance with the such conditions so far as applicable.

MEMORANDUM

(a) General description

*In figures as well as in words.

(a) If several subworks are included, they should be detailed in a separate list.

(b) Eastimated costRs.

(c) Earnest moneyRs.

(d) Security deposit including earnest money .. Rs.

(d) This deposit will vary from 1 per cent to 10 per cent of the estimated cost of the work according to the requirements of the cases.

(e) Percentage, if any, to be deducted from bills as security deposit .. Rs.
(Rupees
per cent.

(e) This percentage, where no security deposit is taken will vary from 5 per cent to 10 per cent, according to the requirements of the case. Where security deposit is taken, see note to Clause 1 of conditions of contract.

(f) Time allowed for the work from date of written order to commence months.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto, so far as applicable, or in default thereof to forfeit and pay to the University or its successors in Office the sums of money mentioned in the said condition. The sum of Rs. _____ is herewith forwarded in Deposit at Call Receipts, as earnest money the full value of which is to be absolutely forfeited to the said University or its successors in office, without prejudice to any other rights or remedies of the said University or its successors in office should I/We fail to commence the work specified in the above memorandum, or (a) should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with clause I (A) of the said conditions of contract, other-wise the said sum of Rs. _____ shall be retained by University as on account of such security deposit as aforesaid : or (b) the full value of which shall be retained by University on account of the security deposit specified in clause I (B) of the said conditions of contract.

Give particulars and numbers.

Strike out (a) if no cash security deposit is to be taken.

Strike out (b) if any cash security deposit is taken.

§Signature of contractor before submission of tender.

Dated the _____ day of _____ 19 _____ :

§Signature of witness to contractor's signature.

Witness

Contractor

Address

Occupation

The above tender is hereby accepted by the Engineer-in-charge/Vice-Chancellor, on behalf of the University.

#Signature of the officer by whom accepted.

Dated the _____ day of _____ 19 _____ #

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

CONDITIONS OF CONTRACT

Clause 1.— 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 *five percent of all money so payable, such deductions to be held by University by way of security deposit. All compensations or other sum of money payable by the contractor to University under the terms of his contract any be deducted from his security deposit or from any sum which may be due or may become due to the contractor by the University or any account whatsoever and 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.

Security deposit.

Clause 2.— The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent, or such smaller amount as the Executive Engineer may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the 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 of such time has elapsed and 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 of equal to one per cent for such smaller amount as the Executive Engineer may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten per cent on the estimated cost of the work as shown in the tender. The Vice-Chancellor on representation from the contractor may reduce the amount of compensation and his decision shall be final.

Compensation for delay.

Clause 3.— In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) 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 security deposit is forfeited.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

*This will be the same percentage as that in the tender at (e).

- (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 expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which 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 thereof, 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 materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of 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 therefore 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.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Clause 4.— In any case in which any of the powers, 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 powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses 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 powers (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 be contractor or his clerk of the works, foreman or other authorised 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 even of the contractor failing to comply which any such requisition, the Engineer in charge may remove them at the contractor's expense or sell 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 of any such sale shall be final and conclusive against the contractor.

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

Power to take possession of or require removal of or well contractors plant.

Clause 5.— If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer in charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer in charge shall, if in his opinion (which shall be final) reasonable grounds be shown therefor, authorize such extension of time, if any, as may in his opinion, be necessary or proper.

Examination of time.

Clause 5-A.—The contractor shall deliver in the office of the Engineer in charge on or before the 10th day of every month during the continuance of the work covered by this contract, 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 schedule of rates in force in the *District for the time being. 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 Engineer in charge under or in respect of, or in any manner arising out of the execution of work, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

Contractor to submit a return every month for any works claimed as extra.

*District rates mean the Chandigarh Capital Project rates.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Final certificate

Clause 6.—Without prejudice to the rights of University under any clause herein after contained, on completion of the work, the contractor shall be furnished with a certificate by the Engineer in charge of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, and rubbish, and cleaned off the dirt from all woodworks, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which, he any have had possession for the purpose of the execution thereof, and the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish, and cleaning off dirt on or, before the date fixed for the completion of the work, the Engineer in charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Payments on in-intermediate certificates to be regarded as advances.

Clause 7.—No payments shall be made for works estimated to cost less than rupees one thousand, 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 one thousand, the contractor shall on submitting the bill therefor be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the Engineer in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment 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, and imperfect or unskillful work to be removed and taken away and reconstructed or re-elected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing 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 settlement and adjustment of the accounts or otherwise, or in any other way very or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer in charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Submitted.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Clause 8.--A bill shall be submitted by the contractor 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 up the said 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.

Bill to be submitted monthly.

Clause 9.--The contractor shall submit all bills on the printed forms to be had on application at the Engineer in charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bill to be on printed forms.

Clause 10.--If the specification of estimates of the work provides for the use of any special description of materials to be supplied from the Engineer in charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer in charge such materials and stores, and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed, the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes 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 or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof; if the same is held in government securities, the same or a sufficient portion thereof being in this case sold for the purpose. 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 unused and in perfectly good condition at the time of the completion or determination of the contract, shall be returned to the Engineer in charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to, any such materials.

Stores supplied by University.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Works to be executed in accordance with specifications, drawings, orders, etc.

Clause 11.— The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regard materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, 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 shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Removal of employees, workman and foreman.

Clause 11.—(a)— 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, foreman or other employee.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Clause 12.—The Engineer in charge shall have power to make any alterations in, omissions from additions to, or substitutions for, the original specification, drawings, designs, and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him to writing signed by the Engineer in charge and such alterations, omissions, additions or substitution shall not invalidate the contract; and any altered, additional, or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer in charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district : subject to the same percentage above or below as for the items included in the contract : and if such class of work is not entered in the schedule of rates of the district, then the contractor shall, within seven days of the date of his receipt of the order to carry out the work, inform the Engineer in charge of the rate which it is his intention to charge for such class of work, and if the Engineer in charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned, then and in such case he shall only 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 a dispute, the decision of the Vice-Chancellor shall be final.

Clause 13.—If at any time after the commencement of the work the University shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer in charge shall give notice in writing of the fact to the contractor 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 consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Alterations in specifications and designs.

Do not invalidate contracts.

Extension of time in consequence of alteration.

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

No compensation for alteration in, or restriction of, work to be carried out.

Contractor

Witness

Engineer in charge
for Registrar
Panjab University

Action and compensation payable in case of bad work.

Clause 14.—If it shall appear to the Engineer in charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer in charge specifying the work, materials or articles complained of notwithstanding that the same may 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; and in the event of his failing to do so within a period to be specified by the Engineer in charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue, and in the case of any such failure the Engineer in charge may rectify or remove, and re-execute the work or remove and replace with other, the materials, or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.

Works to be open to inspection.

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 subordinate and the contractor 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 subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or Responsible Agent to be presented.

Notice to be given before work covered up.

Clause 16.—The contractor shall give not less than five 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 of measurement any work in order that the same may be measured, and correct dimensions thereof 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's expense, or in default thereof no payment or allowances shall be made for such work of the materials with which the same was executed.

Contractor

Witness

Engineer in charge
for Registrar
Panjab University

Clause 17.—If the contractor or his work-people or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure or grass land, 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 whatever or any imperfections become apparent in it within three months after a certificate final or other of its completion shall have been given by the Engineer in charge as aforesaid, the contractor 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 expense (of which the certificate of the Engineer in charge shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done and for imperfections for 3 months after Certificates.

Clause 18.—The contractor shall 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), plant, 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 it, these conditions or not, or which may be 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 the 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 or materials. Failing his so doing the same may be provided by the Engineer in charge at the expense 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 proceeds 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 defence of every suit, action or other proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay away damages and costs which may be awarded in any suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply plant, ladders, scaffoldings, etc.

Clause 19.—No female labour shall be employed within the limits of contonment.

Clause 19.-A.—No labourer below the age of 12 years shall be employed the work.

Clause 19.-B.—The contractor shall pay his labourers not less than the wages paid for similar work in the neighbourhood.

And be liable for damages arising from non-provision of lights, fencing, etc.

Labour

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Work on Sundays.

Clause 20.—No work shall be done on Sundays without the sanction in writing of the Engineer in charge.

Contractor liable for payment of compensation to injured work-man or, in case of death, to his relations.

Clause 20.-A.—In every case in which by virtue of the provisions of section 12, subsection (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 works, 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 otherwise.

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.

Work not to be sublet.

Clause 21.—The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly, or indirectly 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 any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the X.E.N. 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 ensue 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 therefore actually performed under the contract.

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

Clause 22.—All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation with out reference to actual loss.

Clause 22.-A.—Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatever and any other sum found to be due to University by the contractor in respect of this contract or any other contract or work order or on any account whatever, may be deducted from any sum whatsoever payable by University to the contractor either in respect of this contract or any work order or contract or any other account.

Deduction of Amounts due to University on any account whatsoever to be permissible from sums payable to a contractor.

Clause 23.—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.

Changes in constitution of firm.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Clause 24.—All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer in charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Engineer in charge.

Clause 25.—No claims for payment of an extraordinary nature, such as claims for a bonus, extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer in charge or claims for compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Panjab University.

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

Clause 25.—A.—If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the right, duties or liabilities of either party, then save in so far as the decision of any such matter is here in before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the *Arbitrator/ Arbitrators appointed by the Vice-Chancellor within 180 days of the date of final measurement and its decision shall be and binding and where the matter involves a claim for or the payment, or recovery of deduction of money, shall be recoverable in respect of the matter so referred. If the matter is not so referred to arbitration within the specified period, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.*

Arbitration clause.

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 on 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.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

Fluctuation in railway freight.

Clause 26.-A.-Any fluctuations in railway rates which any 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 right of University should the contractor fail to comply with the above requirement, any excess or short charge on account of such increase or decrease shall be credited to or 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 a 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.

Lumpsum Estimates.

Clause 27.-When the estimate on which a tender is made includes lumpsums 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 question the same rates as are payable under this contract for such items or if the part of the work in question is not, in the opinion of the Engineer in charge, capable of measurement, the Engineer in charge may at his discretion pay the lumpsum 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 of sums payable to him under the provisions of this clause.

Action where no specification.

Clause 28.-In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the district specifications, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer in charge.

Definition of works.

Clause 29.-The expression "works" or "work" 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 works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Clause 30.-The percentage referred to at page (3) of the tender will be calculated on the gross amount value (1) 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.

Contractor

Witness

Engineer in charge
for Registrar,
Panjab University

ADDITIONAL CONDITIONS

Name or work _____

1. Work will be carried out strictly in accordance with the C.P.W.D. specifications Volume-I, Nineteen Hundred and sixty three edition, corrected upto date where applicable specification of the estimate and instructions of the Engineer incharge and to his entire satisfaction.
2. Should the Tenderer withdraw or modify his tender within three months from the date of opening of the tenders, his earnest money shall stand forfeited to the Panjab University.
3. Tenders not accompanied by the Earnest money and conditional tenders are liable to rejection.
4. The University reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and allot it to another agency with due notice to the contractor without liability to compensation.
5. The rates are inclusive of all royalty, sales tax and any other taxes, compensation for building, stone, bajri and for stone metal, octroi terminal tax or local charges etc. Which are therefore a liability of the contractor.
6. As per existing tariff published in the govt. of India, Chandigarh Administration Gazette Notification No. 1533-62 dated 02.6.2011, water charges @ 1.5% of the total cost of construction shall be deducted from the bills of the contractor.
7. Earth required by the contractor shall not be dug from any part near the area of work. The site from which the earth is to be brought is subject to the prior approval of the Engineer-incharge.
8. Any material left on the work after one month from the date of completion of work shall become the property of the University and no payment shall be made to the contractor for it.
9. No claim on account of fluctuation in prices due to war or any other cause will be considered.
10. It will be the responsibility of the contractor to ensure that trees at the site of works and its vicinity and their fruits and the buildings, roads, fencing lawns, pipe lines etc. is not damaged by his labour or management. Cost of such damage, if any, will be assessed at the discretion of the Engineer Incharge and deducted from the bill of the contractor.
11. The amount of work can be increased or decreased according to the requirements of the University and no claim on this account will be entertained.
12. In the event of the materials issued to the contractor by University for bonafide works being lost, stolen, misused or rendered unfit for further use while in the custody of the contractor; he shall be fully responsible for all such losses and shall pay to the University the cost of all the materials cost, stolen, spoiled, damaged or rendered unfit for use in the work at double the issue rates.
13. The security deposit shall not be refunded to the contractor till the three months after the work/supply has been finally measured.
14. The contractor shall be required to provide at his own cost the following amenities for the labour employed by him.
 - 1) Trench latrines, bathing enclosures and platforms separately for men and women and their regular cleanliness as to the satisfaction of the Engineer Incharge.
 - 2) Suitable temporary residential accommodation in the opinion of the Engineer Incharge may be necessary.
 - 3) Clean drinking water.In the event of his failure to provide any or all the amenities, the same shall be provided by the University and the cost recovered from the contractor.
- Any dispute regarding the above points shall be settled by the Engineer Incharge whose decision shall be binding upon the contractor.
15. No earth will be laid on the bitumen over roof until it has been tested to the satisfaction of the Engineer Incharge that the roof is leak-proof. It will be done by keeping 6" water standing on the roof for 3 days by the contractor and will be taken as leak-proof if no dampness is seen on the ceiling after three days.
16. Extra reinforcement over and the above six decimal seventy five pounds will be calculated after taking into consideration all the reinforced cement concrete work done against the agreement.
17. No extra payment will be made for brick work done in curved walls.
18. The road for the carriage of material shall have to be made and maintained by the contractor. The layout of the temporary approach roads will, however, be subject to the approval of the Engineer Incharge.

Contractor

Witness

Executive Engineer

19. Contractor shall be responsible for the removal of all such debris as have been created by the work allotted to him from the site of work before the expiry of the contractual time, failing which it will be got removed by the department at contractor's cost and no claim regarding the department's having spent excessive cost on the removal of the debris will be entertained. It shall be the responsibility of the contractor to avoid intermixing of debris with the debris belonging to other contractors working in the region failing the Engineer Incharge's decision regarding a particular debris belonging to a particular contractor will be considered as final.

20. Contractor shall at all times keep his authorized agents stationed at the site of work who shall be available during working hours of the day. He shall be competent to carry out the instructions conveyed to him by the Engineer Incharge without any loss of time.

21. No work shall be done at night (7 P.M to & 7 A.M.) and on gazetted holidays without the sanction in writing of the Engineer Incharge.

22. The compressive standard of 1:2:4 concrete at 28 days shall not be less than 2250 pounds per square inch. This will be ascertained by crushing 6 inches cubes of concrete be as laid down in the Indian standard code of practice for plain and R.C.C. for buildings. The contractor shall be responsible for making the test cubes as required by the Engineer Incharge but the cost of testing will be borne by the University.

23. If the Executive Engineer is satisfied that the contractors have made a pool for giving tenders, the contractors concerned will be debarred from giving tenders for University works in future.

The following stores will be arranged by the University and issued to the contractors at the rates and places shown against each plus three per cent storage charges.

Sr. No.	Particulars of store	Rate at which the material will be Charged to the contractor		Place/s of delivery
		Unit	Rate	
1.	Bricks 1st class 9"x4-3/8"x2-11/16	Thousand bricks	Rs.....	At site
2.	Bricks Tiles 1st Class 9"x4-1/2"x1-1/2"	Thousand tiles	Rs.....	-do-
3.	Bricks Tiles 1st Class 12"x6x2"	Thousand tiles	Rs.....	-do-
4.	Cement in jute bags	Per bag of 50 kg	Rs.....	EX. P.U. Store Sector-25, Chd.
5.	Mild steel bars of all dias	Per metric tonne	Rs.....	-do-
6.	To steel bars of all dias.	-do-	Rs.....	-do-
7.	Structural steel	-do-	Rs.....	-do-

If any delay occurs in the issue of the above stores, the University shall not be liable to pay any compensation to the contractor.

24. Nothing extra will be paid for the carriage of material i.e. cement, steel and bitument etc. from P.U. Store, Sector-25, Chandigarh to site work.

25. If the University vibrator is available the contractor will be issued the same @ Rs. 20.00 per cum plus tendered premium. Driver and fuel will be given by the University.

26. If the university wooden planks, batten ballies and steel shuttering plates are available, the contractor will be issued the same. The recovery of rent will be made as per rate approved from time to time.

27. In case of work executed on labour rate basis, empty cement bags, paint drums and all package material will be the property of the University. The contractor should return to the University store.

CONTRACTOR

WITNESS

EXECUTIVE ENGINEER
P.U. CHANDIGARH.