



**SHRI KRISHNA AYUSH UNIVERSITY,
KURUKSHETRA**

Tender Documents for the work: “Supply, Installation Testing & Commissioning of New Diesel Engine Generator Set 320 KVA Capacity at Shri Krishna AYUSH University, Kurukshetra”.

DNIT Tentative Cost: ₹ 45.00 Lakh

Earnest Money/Bid Security: Rs. 90,000/-

Time Limit: 3 (Three) Months

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PRESS NOTICE
SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA

Notice Inviting E-Tender

Tender No: SKAU/EST./2026/03

The University invites online tenders (through e-tendering) of below mentioned work in two cover system i.e. Request for Pre-Qualification/ Technical Bid (Online Bid under PQQ/Technical) and request for Financial Bid (comprising of price bid)

Sr. No.	Name of Work	Appx . cost (Rs in Lakh.)	E/Money (In Rs.)	Cost of Bid non-refundable E-tender fee & e-Service fee	Time Limit	Bid Submission Start Date	Bid Submission Closing Date
1	Supply Installation Testing & Commissioning of New Diesel Engine Generator Set 320 KVA Capacity at Shri Krishna Ayush University, Kurukshetra.	45.00	90,000/-	Rs.5,000/- & Rs.1,000/-	90 days	10.02.2026 at 11.00 AM	03.03.2026 upto 03:30 PM

For other terms/ conditions of tenders may visit on website <https://etenders.hry.nic.in>. For any query may contact on Mobile No. 8168693170 (Dr. Rajneesh Singh, Nodal Officer).

REGISTRAR

Detailed Notice Inviting Tender

Tender No: SKAU/EST./2026/03

The University invites online tenders (through e-tendering) of below mentioned work in two cover system i.e. Request for Pre-Qualification/ Technical Bid (Online Bid under PQQ/Technical) and request for Financial Bid (comprising of price bid)

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Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanae-Procurement.gov.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment of Rs.90,000/- towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before 01.03.2026; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

REGISTRAR

Eligibility Criteria to Bidders

Sr. no.	Description
1	The agency participating in the Tender should be authorized dealer/distributor/manufacture of Diesel Generator Set of respective make (certificate to be attached).
2	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the bidder to commit the bid.
3	<p>The applicant should have experience of having successfully completed similar works during 5 Years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>(i) Three similar completed works executed costing not less than the amount equal to 40% of the estimated cost.</p> <p>(ii) Two similar completed works executed costing not less than the amount equal to 50% of the estimated cost.</p> <p>(iii) One similar completed work executed costing not less than the amount equal to 80% of the estimated cost.</p> <p style="padding-left: 40px;">- Cost of work shall mean gross value of the completed work including the cost of material supplied by the Govt./client , But excluding those supplied free of cost . This should be certified by an officer not below the rank of Executive Engineer/Project manager or equivalent (Calculated on the basis of 5 % value added compounded per Year).</p>
4	The applicant should have minimum average annual turnover of Rs.1.00 Crore during the last 3 Financial years, ending 31st March,2025 duly audited by the Chartered Accountant.
5	The societies participating in the bid shall submit the details of all shareholders e.g. names/ address/e-mail address/details of bank account/copies of Aadhar Card/ PAN Card. This information should be certified by Registrar of Co-operative Society. The bidder should also approved by Registrar Co-operative Societies.
6	Copy of PAN Card
7	Copy of Aadhar Card
8	Copy of GST number
9	E-mail Address
10	Telephone/Mobile number of Authorized Signatory.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF SUPPLIERS/BIDDERS

1. Price bid of the bidders who do not qualify the technical bid shall not be opened.
2. GST & all other charges, taxes and levies should be specified in the tender. The charges not specified in the tender shall not be pertained.
3. Tender having ambiguous/confusing rates and conditions shall be similarly rejected.
4. The University Authority reserves the right to reject or accept any offer without assigning any reason.
5. The Vice-Chancellor, SKAU, KKR reserves the right to withdraw any while allotting the work/approving the tender case.
6. The quantity shall be subjected to increase or decrease.
7. The validity of the tender should be at least 120 days.
8. Conditional tenders will not be accepted.
9. No advance payment will be made.
10. Deduction of all taxes will be made as per Govt./SKAU Rules as applicable from time to time.
11. The agency/contractor will not be entitled to quote the tender in the SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA whose near relative is working in the Estate Branch as Superintending Engineer, Executive Engineer, Assistant Engineer(SDO), Junior Engineer, (by near relative means (Wife, Husband, Parents, Children, Brothers, Sisters, Brother-in-law and Sister-in-law, Son/Daughter-in-law, Uncle, 1st Cousin & Father-in-law). Any concealment/violation of this condition by the contractual agency shall be considered breach of contract agreement and shall be liable to be debarred/blacklisted from the University.
12. All disputes shall be subject to Kurukshetra Jurisdiction.
13. Labour cess @ 1% & as amended from time to time will be deducted from each bill.
14. Deduction of all taxes will be made as per Govt./ SKAU rules as applicable from time to time.
15. The University Administration reserves the rights to reject or accept any tender/ offer without assigning any reason.
16. 10% security will be deducted from bills subjected to a maximum to 5% of agreement amount and same will be refunded after 90 days of the date of completion of work subject to the satisfaction of Engineer-in-charge or final bill/payment whichever is later and no interest shall be payable on it.
17. Rates will be inclusive of all taxes or any tax payable from time to time.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	10.02.2026 at 11.00 AM	03.03.2026 upto 03:30 PM
2	Technical Bid Opening		03.03.2026 at 04.30 PM	
3	Financial Bid Opening		After Technical bid evaluation	

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

ONLINE SUBMISSION OF BIDS

1. Bidding through E-Tendering System Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1.1 Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralize de-Procurement Portal i.e. <https://etenders.hry.nic.in>. Please visit the website for more details.

1.2 Obtaining a Digital Certificate:

1.2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

1.2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.

1.2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

1.2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

1.2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt a design the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online.

Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

1.2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

1.2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.

1.2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

1.3 Pre-requisites for online bidding:

In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

1.4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

1.5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

1.6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

1.7 Online Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid):

i) Payment of tender fee + e-Service fee:

The Bid Security / earnest money as well as tender document fee will have to be accepted online only. Demand Draft/ Cheque or any other way of the payment will not be accepted.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in>) and tender mandatorily be submitted online. Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope. FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manual.

SHRI KRISHNA AYUSH UNIVERSITY KURUKSHETRA
SINGLE PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS/ BIDDERS

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 Works Department.

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 any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in-charge shall also be opened for inspection by the contractor at the office of the Engineer-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 authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the rates specified in Rule 1 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 purpose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out of 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.
4. The Engineer-in-charge will open tenders in the presence of any intending contractor 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 University Administration shall have the right of rejecting all or any of the tenders.
6. The department may refuse or suspend payments on account of 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 purchases a receipt by the Registrar/Finance Officer.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the University Works Department and their issue rates shall be filled in and completed in the office of the Engineer-in-charge before the tender forms 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.

Note: -

1. **Conditional tender will not be accepted.**
2. **Items rates for N.S. items (Package -B)**
3. **Tender will be dealt as per PWD code and all clauses of PWD code will be applicable**

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Contractor

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Witness

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Executive Engineer
for Registrar, SKAU

TENDER FOR WORKS

I/We hereby for the execution for the Registrar of the SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA (hereinafter referred to as University) of the work specified in the underwritten memorandum with in the time specified in such memorandum at*percent below/above the rates entered in the schedule of rates mentioned in Rule 1 and in accordance in all respects with specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 11 of the annexed conditions, and with such material as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

*In figures as well as in words.

MEMORANDUM

- | | | |
|--|---|--|
| (a) General description..... | | (a)if several sub works are included they should be detailed in a separate list |
| (b) Estimated cost..... | Rs. 45.00 Lac | |
| (c) Earnest money..... | Rs. 45,000/- (Societies)
Rs. 90,000/- (Contractor) | (b)This deposit will vary from 1 percent to 10 |
| (d) Security deposit including earnest money..... | Rs. | percent of the estimated cost of the work according |
| | | To the requirements of the cases. |
| (e) Percentage, if any, to be deducted from bills | Rs. (Rupees percent)) | (c) This percentage, where no securities deposit is taken will vary from 5 percent to 10 percent, according to the requirement 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 complete | 90 Days. | |

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to, 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.

Give particulars and numbers.

The sum of Rs.....is herewith forwarded in Deposit at Call Receipt number..... dated.....as earnest money the full value of which is to be absolutely forfeited to the said University or its successors in office should/We fail to commence the work specified in the above memorandum ,or(a) should /We not deposit the full amount of security deposit specified in the above memorandum,inaccordancewithClause1(A)of the said conditions of contract, otherwise 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 thesecurityinClause1(B)of the said conditions of contract.

Strike out(a)if no cash security deposits taken

Strike out(b) if any cash security deposits taken.

.....
Contractor

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Witness

.....
Executive Engineer
for Registrar, SKAU

Dated the..... Days of.....

Witness

Signature of contractor
before submission of
tender.

Address

Contractor

Occupation

The above tender is hereby accepted by me for and on behalf of Vice-Chancellor, SKAU

Dated the..... Days of..... 2026

Signature of the
officer by whom
accepted

.....
Contractor

.....
Witness

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Executive Engineer
for Registrar, SKAU

CONDITIONS OF CONTRACT

Security deposit

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

*The amount of the percentage [not exceeding 10 percent] will be fixed in every case of suit requirements e.g. if it is fixed at 8 percent and the security deposit only amounts two percent, of the estimated cost of the work, then 3 percent should be deducted from any payment. If the per-cent age is fixed at 10 percent and the security deposit only amounts to 8 percent then 4 percent should be deducted, and so on.

Compensation for delay

Clause 1 – The person/persons whose tender may be accepted (herein after called the contractor) shall (A) [within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less and so on, up to a limit of ten days of the receipt by the notification of the acceptance of his tender] deposit with the Engineer-in-charge in cash of Government securities endorsed to the Engineer-in-charge (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender ; or (B) [permit University at the time of making any payment to him or work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to *ten percent of all moneys so payable, such deductions to be held by University by way of Security deposit] Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such cases, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to University under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit from any sums which may be due or may become due to the contractor by University on any account whatsoever, and in the sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. All interest which may from time to time accrue due and payable on the said security deposit shall be paid as the same shall be realized to the contractor.

Clause- 2- 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 which the order commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with the all due diligence (time being deemed to be of the essence of the contract on the part of Contractor) and the contractor shall pay as compensation an amount equal to one percent), which the Executive Engineer/SE may levy, on the amount of the estimated cost of the whole work as shown by the tender for every day that the works remains uncompleted 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 work before one-fourth of the whole time allowed under the contract has elapsed; and three-fourth of the work before three-fourth 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 whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation an amount 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. Vice-Chancellor May on reference from the contractor reduces the amount of compensation and his decision in writing shall be final.

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Contractor

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Witness

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Executive Engineer
for Registrar, SKAU

Action when whole of security deposit is forfeited.

Clause 3- In any case in which under any clause or clauses of this contract shall have rendered himself liable to pay compensation amounting the 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 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 of the work of the contractor, and to take such part thereof 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 therefrom 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 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 his contract, unless and until the Engineer-in-charge will have certified in writing the performance of such work thereof, and he shall only be entitled to be paid the value so certified

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

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 notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof 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 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 weeks, or the site thereof or belonging to the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, on or upon the weeks, 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 may, be notice in writing to the contractor of his 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 sell them by auction or private sale on account of the contractor and at his risk in all respects, and the amount of the proceeds and expense and of any such shall be final and conclusive against the cont

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

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Contractor

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Witness

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Executive Engineer
for Registrar, SKAU

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 be 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 ground be shown therefore, authorize, such extension of time, if any, in his opinion, be necessary or proper.

Execution 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 the prices mentioned in the contract or in the schedule of rates in force in the *District for the time being.

Contractor to submit return every month any works claimed extra.

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 contractors 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, whatever be the circumstances.

* District rates mean the Kurukshetra District, Rate of the Haryana P.W.D. schedule of rate 2021 issued by Chief Engineer Haryana, P.W.D. B&R

Clause 6- Without prejudice to the rights of University under any clause hereinafter 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 premise on which the work shall be executed all scaffolding, surplus materials, and rubbish, and cleaned off the dirt from all woodwork, doors, windows, walls floors, or other parts of any building, in upon or about which the works is to be executed, or of which he may have had possession for the purpose of the execution thereof, and the measurements in the said certificate shall 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 the expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except of any sum actually realized by the sale thereof.

Final Certificate

Payments on intermediate certificate 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 works 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 therefore be entitled to receive a monthly payment proportionate to the part thereof had 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 payment 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 recreate or the accruing of any claim, nor

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Executive Engineer
for Registrar, SKAU

shall it conclude, determine or affect 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 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.

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 the 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 subordinates to measure up the said work in the presence of the contractor, whose counter-signatures to the measurement list will be sufficient warrant; and Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be
submitted monthly.

Clause 9- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the changes 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.

Bills 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 price to be charged therefore 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 effects of this contract, specified in the schedule or memorandum here to 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 to be removed from the site of the work without the written permission of the Engineer-in-charge, and shall at the 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 supplied to him as aforesaid being unused by him, for any wastage in or damage to, any such materials.

Stores supplied
by
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 workmen like manner, both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to be designs, drawings,

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and instructions in writing relating to the work signed by the Engineer-in-charge and lodge in his office, and to which 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.

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.

Removal of
employees,
workman and
foreman.

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 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.

Alterations in
specifications and
designs.

Clause 12- The Engineer-in-charge shall have power to make any alteration in omissions from, additions to, or substitutions for, the original specifications, drawings, and instructions, that may appear to him to be necessary of 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 in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions 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 includes, 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 times 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 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 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 herein before mentioned, then and in such case he shall only be entitled to be paid in respect of

No compensation for
alterations in, or
restriction of works
to be carried out

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for Registrar, SKAU

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.

Work to be open to inspection.

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 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 alternation having been made in the original specifications, drawing, designs and instructions which shall involve and curtailment of the work as originally contemplated.

Contractor or responsible Agent to be present.

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 unskillful workmanship, or with material of any interior description, or that any material 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 removed, or as the case 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 such failure and 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 respect of the contractor.

Notice to be given before work covered up.

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 subordinates and the contractor shall at all times at which reasonable notice of the intention of the Engineer-in-charge of 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 given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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 dimension 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 constant 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

Action & compensation payable in case of bad work

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Executive Engineer
for Registrar, SKAU

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 or the materials with which the same was Executed.

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 premise 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 any imperfections become apparent in it within three months after a certificate final or other its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses, 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 to supply
plant, ladders,
scaffoldings etc.

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), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the 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 expenses may be deducted, the proceeds of sale thereof, or of sufficient portion thereof. The contract shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of evers 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 proceeding to any such persons or which may with the consent of the contractor be paid to compromise any claim by such person.

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

Labour

Clause 19 - No female labour shall be employed within the limits of cantonment.

Clause 19 – A – No labour below the age of 12 years shall be employed on the work.

Labour Work
on
Sundays.

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

Contractor liable for
payment of
compensation to
injured workmen, or,
in case death, to his
relations

Clause 20 – No work shall be done on Sundays without the sanction in writing of the Engineer-in-charges.

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for Registrar, SKAU

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 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 from any sum due to University to the contractor whether under this contract or otherwise.

Work not to be sublet.

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

Clause 21 – The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall 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 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 Engineer-in-charge may 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 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 without 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 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 of any other account.

Deductions 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 firms.

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 Honorary Advisor, SHRI KRISHNA AYUSH UNIVERSITY for the time being 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 Honorary Advisor.

Clause 25 - No claims for payments 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 claims for

Claims for payment of an extraordinary nature

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Contractor

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for Registrar, SKAU

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 Executive Council of the SHRI KRISHNA AYUSH UNIVERSITY. to be referred to University for decision.

ANNEXURE-A

Clause 25 A (1) If any dispute of difference of any kind whatsoever shall arise between the Vice-Chancellor SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA and the contractor in connection with or arising out of the contract, or the execution of the work that is contractor in (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 of breach of the contract, if shall, in the first instance be referred to for being settled by the Engineer-in-charge 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 here-in-after 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 Engineer-in-charge as aforesaid, with all due diligence whether he or the Vice-Chancellor, Kurukshetra, University, Kurukshetra authorized agent requires arbitration as here in after provided or not. If the Engineer In charge of the work has conveyed his decision to the contractor and no claim to arbitration has been field 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 Engineer, In charge request the Vice-Chancellor that the matter 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 A.D. Post, be referred to the sole arbitration of any serving Superintending Engineer or Chief Engineer of Haryana P.W.D.B&R Branch, at the relevant time. 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 arbitrator so appointed is a Government servant or that he had to deal with the matters to which the contract relates and that in the 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 Vice-Chancellor, KUK is unable or unwilling to act as such for any reason, whatsoever the Vice-Chancellor, KUK 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 appointment 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 appointment 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

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Executive Engineer
for Registrar, SKAU

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, SKAU Kurukshetra.
 - (b) Any dispute in respect of substituted, altered, additional work/omitted work/defective work referred by the Contractor for the decision of the Registrar if it is being heard or has already been decided by the said Executive Engineer.
 - (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 appointment 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 proceeding, 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 such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award:-

Amount of claims	Rate of security deposit
(i) For claims below Rs. 10,000/-	2% of amount claimed
(ii) For claims of Rs. 10,000/- and Above & below Rs. 1,00,000/-	5% of amount claimed.
(iii) For claim of Rs. 1,00,000/- and above	7% 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.

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for Registrar, SKAU

- (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 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 Engineer Incharge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive.

Whichever of (a) to (e) above

If the matter is not referred to arbitration within the period of 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 a Civil Court. The pendency of arbitration proceedings shall not disentitle the University to terminate the Contract and make alternative arrangement for the completion of the work.

(11) The arbitrator shall be deemed to have entered on the reference on the day he issued 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 proceeding shall be conducted in accordance with the provisions of the Arbitration Act, 1940, or any other law in force for the time being.

Clause 26- The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule

Stores European or
American manufactures to
be obtained from
University.

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for Registrar, SKAU

attached 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.

Clause 26 A - Any fluctuation in railway rates which may occur during the subsistence of, and affecting freights or any material to be supplied under this contract shall be brought to the notice of the "Engineer-in-charge" by the contractor within fifteen days from such date without prejudice to the rights of University should the contractor fail to comply with the above requirement, any excess or short charge an account of such increase or decrease shall be credited to or recovered from the contractor. No alternation in contract rates shall be admissible in consequence of fluctuation in railway freight when such railways 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 railways freight on coal required for burning bricks will not take into consideration, or for an article which forms part of finished work, for purposes of this clause. Similarly no alternation in rates will be allowed when a manufactured article is transported by rail from place A to place B to from part of a finished work.

Fluctuations in railway freight.

Clause 27- When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question 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 the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his direction pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Lump sum estimates.

Clause 28- In the case of any clause of work for which there is no such specification as in mentioned in Rule 1 such work shall be carried out in accordance with the district specifications, and in the event of there being no district specifications, 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.

Action where no specification.

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 constructed 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.

Definition of works.

Clause 30- The percentage referred to at page (3) of the tender will be calculated on the gross amount (value to finished work including cost of materials whether purchased from Government or direct) of (1) the items of work 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 items and conditions of the agreement have been explained to me/us and I/we clearly understand them.

Clause 32 - The expressions "XEN" "Executive Engineer" and "Engineer-in-charge" be construed and taken to mean the Executive Engineer, SKAU Kurukshetra.

Clause 33 - Notwithstanding any other provision, all legal proceedings in respect of this contract would be subject to jurisdiction of Courts at Kurukshetra.

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SCHEDULE OF ADDITIONAL CONDITIONS

- 1 Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless material, rubbish, temporary building constructed by him and shall leave the site and adjacent area in a neat and clean condition to the entire satisfaction of the Engineer-in-charge.
- 2 The Engineer-in-charge, reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and realloot it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
- 3 The contractor has to make his own arrangements for water, bricks, wood and every other item required directly or indirectly for completion of work, except those mentioned in the material statement of this N.I.T. (see page opposite).
- 4 No claim shall be entertained on account of increase in price of labor and material due to any cause whatsoever.
- 5 In case of emergency the contractor shall be required to pay his labor every day and if this is not done University will make the requisite payment and recover the same from the contractor.
- 6 Actual quantities of completed and accepted work shall only be paid.
- 7 No pits shall be dug by the contractor near the site of work or within road land/University land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent departmental charges.
- 8 The rates to be quoted by the contractor shall be inclusive of octroi terminal tax, royalty and all other taxes and charges. These are for complete work in all respects.
- 9 The contractor shall not be entitled for any payment on account of work done till he signs his agreement.
- 10 Nothing extra shall be paid for any lead and lift unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include all leads in the contract schedule.
- 11 The contractor shall be responsible for any all losses of material, damage done to unfinished work as a result of floods and other acts of God. The University will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to set right such damage at his own cost to the satisfaction of the Engineer-in-charge.
- 12 The University may also deduct any royalty, sales tax, labor cess, service tax and other such taxes, if any as directed/imposed by the Central Govt./State Govt./University or any statutory body of the Govt. from time to time, from the bills/payments due to the Contractors.
- 13 Amount of work may be increased or decreased and any item omitted and substituted in accordance with requirements of the department and no claim on this account shall be entertained.
- 14 Contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-Charge at his own expenses the following amenities for the labor employed by him.

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- a. Suitable temporary hutting accommodation.
 - b. Trench latrines, bathing enclosures, platform separately for men and women and their regular cleanliness.
 - c. Clean drinking water.
 - d. In the event of his failure to provide any or all of the amenities the same shall be provided by the University and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-charge and his decision shall be final.
- 16 The contractor shall be responsible for housing, sanitation and medical treatment of laborers employed by him and shall abide by all the rules and regulations made by Govt. in this behalf from time to time.
- 17 For Contractor's labor regulations fair wage clause and rules for protection of health and sanitation arrangement for workers employed by the University or its contractor's reference be made to chapter 7,8 and 9 respectively.
- 18 (1) The contractor shall be responsible, for loss or damages to any material issued to him by the University from any cause whatsoever, In case, the material such as cement, steel, or any other commodity issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work or in manufacture of material required in connection therewith is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled, or lost or allowed to get deterioration herein stipulated of those fixed by the Engineer-in-charge, the cost of such quantity of that materials shall, without prejudice to other rights and remedies available to University, be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor.
- (2) The recovery from contractor for the material consumed in excess or in short of the original requirements as per specifications herein stipulated or otherwise fixed by the Engineer-in-charge, other than the variations to be preceding clause, shall be dealt with as under:-

A FOR EXCESS CONSUMPTION OF MATERIALS:

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

B FOR SHORT CONSUMPTION OF MATERIALS

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

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

- 19 Should the tenderer modify or withdraw his tender without the written concurrence of the Executive/Supdt. Engineer within 90 (Ninety) days from the date of tender, he is liable to be black-listed besides forfeiture of earnest money and other penalty envisaged in the tender form.
- 20 No claim of any kind whatsoever shall be entertained for any and all the losses of damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the University under the terms and conditions of the contract.
- 21 **Apprentice Act:-** The contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and orders issued there under from time to time. If the contractor fails to do so his failure will be breach of the contract and the University Engineer may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
- 22 If for the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authorized entrusted with the work of eradication of malaria for their (Labourers) inclusion in the surveillance operation and for getting their blood examined from the aforesaid authorities in order to exclude malaria positive.
- 23 Imported labour means Labour belonging to a state other than Haryana State.
- 24 All material left at site by the contractor for a period of one month after the completion of work shall become the property of the University and contractor shall have no claim whatsoever for such material.
- 25 The contractor shall supply at his own cost and expenses all labour materials etc. for labour and checking of any portion of the work during construction. Wheresoever required by the Engineer-in-charge for his representative and nothing extra shall be paid for services.
- 26 The contractor shall not remove from the site of work without the written permission of the Engineer-in-charge any material which has been issued to him for use on the work.
- 27 The contractor shall maintain at site of work full details of specification of the work fixed by the Engineer-in-charge and all approved drawings of the work.
- 28 Nothing extra shall be paid to the contractor for division of water in the channels stream if it becomes necessary for the execution and completion of the work.
- 29 Income tax will be deducted from the bill of the contractor according to Section 194-c of the Income Tax 1961 and instructions from time to time.
- 30 In case of delay in supply of cement, steel or any other material agreed to be supplied by the department as per details in the N.I.T or failure to supply the required quantity in time for execution of the work, the contractor shall not be paid any compensation from any or resultant effects or losses.
- 31 The contractor shall employ a duly accredited and experienced Resident Engineer as his agent in charge of the Execution of work instruction given by the Engineer-in-charge or his authorized representative to the agent shall have the same force as instructions given to the contractor.

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

33 Relation with Public Authorities :

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

34. Occupation of Additional Lands :

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

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

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

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

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

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

(i) Personally superintending the work himself.

Or

(ii) Employing a skilled and qualified Resident Engineer thoroughly experienced in the type of work to be executed and fully authorized to receive & execute on behalf of

the contractor, order, instructions or directions of the Engineer-in-charge without delay and to, promptly supply such materials, labour, equipments, tools and incidentals as may be required.

37.1 The contractor will be held strictly responsible to the true intent of the specification in regard to quality of materials, workmanship and the diligent execution of the contract.

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

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

*37.4 The contractor shall also inform the Engineer-in-charge in writing, when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.

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

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

*37.7 The inspection of the work or materials shall not relieve the contractor of any of his obligations to fulfill terms of the contract as herein prescribed by the plans specifications.

*37.8 Failure to reject any defective work or materials will not in any way prevent rejection when such defect is discovered or obligate the department to make final acceptance.

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

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

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

Sr.	Agreement Amount.	Key personal required to be employed by the contractor.	Recovery rate in case non-Employment.
1	Upto Rs. 100.00 lacs	One Electrical Engineer with diploma (Regular) in Electrical Engineering with 5 years experience of building construction.	Rs. 30,000/- per month
2	Above Rs. 100.00 lacs to Rs.500.00 lacs.	One Electrical Engineer with degree(Regular) in Electrical Engineering with 2 years' experience or Diploma in Electrical Engineering with 5 years' experience in building construction.	Rs. 50,000/- per month
3	Above Rs. 500.00 lacs	One Electrical Engineer with degree (Regular) in Electrical Engineering with 5 years experience in building construction and one Quality Control Engineer with Diploma in Electrical Engineering with 5 years experience in quality control.	Rs. 60,000/- per month For Electrical Engineer and Rs. 35,000/- per month for Quality Control Engineer.

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

*41 canvassing in connection with a tender in any form render the tender liable to rejection.

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

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

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

The University may, on application of the contractor, issue essentially certificate for Diesel/Petrol (if it became a controlled commodity) required for carriage of materials to be used on the work but in the University will not undertake any responsibility for the arrangement of such Petrol/Diesel. Non-availability of any such material will not absolve the contractor of his contractual obligation.

*45. The University reserves the rights to cancel the contract ex-party, if the contractor fails to abide by any of the terms and conditions of the contract.

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*46. In the case of cancellation of the contract the University shall continue the work at the risk and expenses of the Contractor.

*47. The Engineer-in-Charge shall make advance payment in respect of materials intended for but not yet incorporated in the works in accordance with conditions stipulated in the contract data.

Indenture for secured advances (Form no. 31) at Annexure-D

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

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CHAPTER No. 7

Kurukshetra ESTATE BRANCH

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 Government shall be substituted by SKAU Kurukshetra and SKAU authority respectively.

2. **Definition:-** In the regulations, unless otherwise expressed or indicated, the following words and expressions shall have meaning hereby assigned to them respectively that is so 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 agent 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 include 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 Public Works 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 in correction or currency or in both.

5. **Fixation of wages 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

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

- (1) The contractor shall maintain a Wage Book of each worker in such form as may 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 wage 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 from 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 of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the P.W.D. may from time to time allow.
- (2) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fine for or deductions.
- (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise 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.

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8. **Register of fines 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 omissions for which penalty of fine can be imposed. He shall display such list and maintain it in 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 investigate 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 Officer -** The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the results of his investigations of enquiry to the Executive/Supd. Engineer concerned indicating the extent, if any, to which the default has been committed and the amount of fine recoverable if in respect of the acts to acts of commission and omission of the labourer with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

12. **Appeal against the decision of Labour Welfare Officer -** Any person aggrieved by the decisions and recommendations of the Labour Welfare Officer or other person so authorized may appeal against Commissioners; but subject to such appeal the decisions 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, 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 applications, interpretation of effect of these regulations, the decision of the Labour Commissioner, Haryana Government or any other person authorized by the Haryana Government in that behalf shall be final.

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CHAPTER No.-8

FAIR WAGE CLAUSE

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

Explanation:- 'Fair Wage' means wage 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 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 labourers indirectly engaged on the work including any labor engaged by his sub-contractors in connection with the said work, as if the laborers had 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 of wages not paid and deductions unauthorizably made maintenance of wages register, wage book wageslip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.

- (d) The Executive/Supdt. 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 a worker or workers 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 (c), above.

- (e) Vis-à-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-contractors.

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

INDEMNIFICATION

- (a) The Contractor shall it own expenses make good any loss or damage suffered by the University as a result of the acts of communication or omission, negligently or otherwise of its personnel while providing the said services at any time at the premises of the University or otherwise.
- (b) The Contractor shall at all times indemnify and keep indemnified the University against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the University which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers or other personnel of the Contractor in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Contractor or not, who provided or provides the service at the site of any other premises of the University shall be as provided hereinbefore.

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- (c) The Contractor shall at all times indemnify and keep indemnified the University against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the University's premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the University is made liable in any manner whatsoever by any order, direction or otherwise of any Court, authority or tribunal to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Contractor or to any third party in any event not restricted but including as mentioned in sub-clauses No.(a), (b) and (c) hereinabove, the Contractor shall immediately pay to the University all such amounts and costs also and in all such cases/events the decision of the University shall be final and binding upon the contractor. The University shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Contractor or in any other manner after following due procedure.

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CHAPTER No. -9

RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS
FOR WORKERS EMPLOYED BY THE CONTRACTORS OF
KURUKSHETRA UNIVERSITY KURUKSHETRA

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

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

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

1. LEAVE : (i) In case of delivery/maternity leave not exceeding 8 weeks (4 weeks upto and including the day of delivery and 4 weeks following that day (ii) In case of miscarriage : up to 3 weeks from the date of miscarriage.

2. PAY : In case of delivery, leave pay during maternity leave will be at the rate of the women's average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding the date of which she gives notice that she expects to be confined, or at the rate of Rs. 12/- per day whichever is greater.

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

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

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

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

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

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

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

SCALES OF ACCOMMODATION IN LATRINES AND URINALS

There shall be provided within the precincts of every work place, latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following scales:-

	No. of Sheds
(a) Where the number of persons does not exceed 50.	2 (b)
Where the number of persons exceeding 50 but does not Exceeds 100	3
(c) For every additional 100	3 Per 100

In particular cases the Executive/Supdt. Engineer shall have the powers to vary the scale where necessary.

GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID

(1) All necessary personal safety equipment shall be kept and available for use of the persons employed on the site be maintained in conditions suitable for immediate use.

(2) The worker shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by those concerned.

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

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EXPLANATORY NOTE

1. The quoted rates are for complete work including cost of all materials, labour, tools and plants and water etc. Unless otherwise specified.
2. All other such items covered by the Haryana P.W.D. Schedule of Rates, 2021 corrected up to date corrections slips, if any, will be paid for as per Haryana P.W.D. Schedule of Rates, 2021 corrected up to date subject to the accepted tendered premium/abatement given by the contractor.
3. All clauses and notes given in the Haryana P.W.D. Schedule of Rates, 2021 with up to date corrections slips shall be applicable to all above items wherever necessary. The description rates unit etc., of above schedule shall be corrected as per Haryana P.W.D. Schedule of Rates, 2021, in case of any error or omission.
4. In case of any error or omission in the description, rates and unit etc. of HSR items as mentioned in the schedule of rates 1988 corrected up to date and confusion of imperfection of the specification of the HSR items, the confidential detailed analyses of the HSR shall be applicable and in case there is any dispute in this regard the decision of Executive Engineer SKAU Kurukshetra shall be final.
5. Chapters numbers with items referred to above are of Haryana P.W.D. Schedule of Rates, 2021 corrected up to date.
6. The whole work shall be carried out strictly in accordance with the Haryana P.W.D. specification as applicable to Haryana State with up to date correction slips.
7. No premium shall be payable on the items which are not provided in the Haryana P.W.D. Schedule of Rates, 2021 corrected up to date.
8. Sample of all building materials doors and window fittings and other articles required for used on the work shall be approved from the Engineer-in-charge. Articles classified as First Quality by the manufactures as approved by the Engineer-in-Charge shall be used as laid down in the relevant I.S.I. specification. All materials and articles brought by the contractor to the site of work for use shall confirm to the samples approved which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Engineer-in-charge.
9. The contractor shall provide suitable measuring arrangements at site for checking and measuring of various materials brought by him to ensure mixing in specified proportions.
10. The contractor shall provide such recesses, holes, openings etc. as directed by the Engineer-in-charge, as required for Electrical/Sanitary work and nothing shall be payable on this account.
11. Thickness of R.C.C. shall be measured and paid for as per structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-charge shall not be measured for payment.
13. Wherever there is a provision for flush doors, ply and block board only the I.S.I. certification marked and arranged from manufactures of good repute shall be accepted. In case, flush doors bearing ISI certification marks are not available in the market, flush doors conforming to I.S.I. specifications and arranged from manufactures of good repute shall only be accepted.
14. Steel butt hinges shall strictly confirm to Indian Standards Specification with latest edition and shall be of good workmanship and manufactured by the firm of good repute.
15. Analysis of rates for non-schedule/non-agreement items i.e. items which are not provided in the Notice-inviting tender/Haryana P.W.D. Schedule of rates, 2021 corrected up to date shall be payable as per actual lowest market rates from the recognized public market suitable to the executing division and wages of labour as applicable at the time of execution of work, plus admissible contractor's profit and overhead charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be approved by the competent authority as recognized in the departmental financial rules in existence at the time of approval.

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16. Tender with the condition regarding steel work to be done at labour rates shall be considered invalid and rejected straight way.
17. The quantities of items given in the Schedule/DNIT are tentative. These can be increased or decreased as per working Architectural drawings/structural drawings.
18. For quality control, the contractor shall be required to use cement concrete mix giving minimum cube strength as may be prescribed in the relevant structural drawings of work. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant I.S.I. and other codes at the expenses of the contract. The rates provided in the H.S.R. include the cost of such testing. The contractor shall establish a testing laboratory at the site of work for carrying out all the field tests for ensuring quality of material and the work at his own cost.
19. Irrespective of what is stated in Para 9(b) of the preface of Haryana P.W.D. Schedule of rates 2021, no carriage of cement, steel and bricks or any other type of materials shall be admissible irrespective of lead involved.
20. The water and electricity will be arranged by the University. The recovery of electricity will be made @ 0.50% and recovery of water charges will be made @ 0.50% from each bill i.e. running/final bill.

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Additional Conditions - 1

1. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether he inspects there or not.
2. The rates should be quoted by the tenderer both in figures and in words. In case of any difference between the two, the lowest be considered as final rates.
3. Tenders must be submitted on the prescribed forms duly signed by the tenderer.
4. The tender shall remain valid for 120 days from the date of opening of the tender.
5. In case the contractor fails to commence the work, his earnest money will be forfeited by the University, and action under clause 2&3 will also be taken against him. Also if the contractor withdraws or amends his offer before allotment letter, his earnest money will be forfeited and the contractor will also be liable to the debarred/blacklisted in both cases.
6. Tender/quotations depending upon the quotations of other tender shall be summarily rejected.
7. The department reserves the right to withdraw any item or any portion of the work while allotting the work/approving the tender case.
8. The contractor shall comply with the provision of apprentice Act. 1961 and rules & order issued there under from time and if he fails to do so his failure will be breach of contract. The Executive Engineer SKAUKurukshetra may at his discretion cancel the contract. The contractor shall also be liable for any peculiar liabilities arising on account of violation of provisions of act by him.
9. The contractor will be responsible for all loses of material damaged due to unfinished work as result of floods & other act of God. The University will not be responsible for any compensation as a result of such damage or loss to the contractor. The contractor shall be liable to the act right at this own cost to the satisfaction of Engineer-in-charge.
10. The rates mentioned in the NIT are for complete items including cost of al accessories, material, labour, tool and plants, water electricity bill etc. unless otherwise specified. No. extra payment for the same shall be made.
11. The department is not responsible for arranging any material whatsoever and the contractor will have to complete the work within the specified time with approved material and accessories from his stock. Non availability of material or delay in consignment will not be entertained to as an excuse for extension of time for completion of work.
12. No claim on account of fluctuation in prices due to any reason whatsoever will be considered other than steel and Cement.
13. No claim whatsoever on account of delay in supply of material from store and non-availability of any kind of material and labour etc. will be entertained by the department.
14. All disputes shall be subjected to Kurukshetra Jurisdiction.
15. Executive Engineer, reserves the right to reject any tender or all the tenders without assigning any reason.
16. If the date of opening of tenders happened to be a holiday, the same will be opened on the next working day on the same time.
17. No advance payment will be made. However, running payment will be made as and when due.
18. Tender having ambiguous/confusing rates and conditions shall be similarly rejected.
19. **The tenderer will furnish performance security in shape of Bank Guarantee at the contract price as per University/Govt. rules from the date of Completion up to the Expiry date of Defect Liability Period (DLP) i.e. 5%(five percent).**
20. The Contractor will not be entitled to tender for works in the SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA whose near relative is working in the Estate Branch as Superintending Engineer, Executive Engineer, Assistant Engineer(SDO), Junior Engineer,(by near relative means (Wife, Husband, Parents, Children, Brothers, Sisters, Brother-in-

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law, and Sister-in-law, Son/Daughter-in-law, Uncle, 1st Cousin & Father-in-Law). Any concealment/ violation of this condition by the contractual agency shall be considered breach of contract agreement and shall be liable to be Debarred/blacklisted from the University.

Conditions

1. **The defects Liability Period in this case is 24 months starting from the date of Completion of work.**
2. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether he inspects there or not.
Item/rate/percentage premium should be indicated both the work & figures by the Tenderer against each item appearing in the schedule of N.I.T any departure from the said procedure will render the tender invalid.
3. Tenders must be submitted on the prescribed forms duly signed by the tenderer on every page.
4. The tender shall remain valid for 120 days from the date of opening of the tender, with the issue of allotment letter to the contractor within the validity period, the contract agreement will stand concluded, even without signing of the contract agreement. In case the contractor fails to commence the work, his earnest money will be forfeited to the University, and action under clause 2 & 3 will also be taken against him. In case the contractor withdrawn or amends his offer before allotment letter his earnest money will be forfeited to the University. The contractor will also be liable to the debarred/blacklisted in both cases.
5. Tender quotations which are depended upon the quotations of other tender shall be summarily rejected.
6. The department reserves the right to withdraw any item or any portion of the work while allotting the work/approving the tender case.
7. The contractor shall not be entitled for any payment on account of work done by him till he signs his agreement.
8. A copy of NIT will be supplied to the contractor along with allotment letter for which recovery at the rate of Rs. 100/- will be made from 1st running bill.
9. The contractor shall comply with the provision of apprentice Act. 1961. And rules and order issued there under from time and if he fails to do so his failure will be breach of contract. The Executive Engineer SKAUKurukshetra may at his discretion cancel the contract. The contractor shall also be liable for any peculiar liabilities arising on account of violation of provisions of act by him
10. The contractor will be responsible for any and all loses of material damaged due to unfinished work as result of floods other act of God. The Govt. will not be responsible for any companions as a result of such damage or loss to the contractor. The contractor shall be liable to the act right at this own cost to the satisfaction of Engineer-in-charge.
11. The rates mentioned in the NIT are for complete items including cost of al accessories, material, labour, tool and plants, water electricity bill etc. unless otherwise specified. No. extra payment for the same shall be made.
12. The University is not responsible for arranging any material whatsoever and the contractor will have to complete the work within the specified time with approved material and accessories from his stock. Non-availability of material or delay in consignment will not be entertained to as an excuse for extension of time for completion of work.
13. No claim on account of fluctuation in prices due to any reason whatsoever will be considered except steel and cement.
14. No claim whatsoever on account of delay in supply of material from store and non-availability of any kind of material and labour etc. will be entertained by the department.

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15. The contractor shall providing suitable measuring arrangement at the site for checking and measuring of various items.
16. The work shall be carried out strictly in accordance with the Haryana PWD B&R specification-1990 with up to date correction slips/ISI standard (except mentioned herein) up to entire satisfaction of Engineer-in-Charge.
17. In case of any error or omission in the description, rates and unit etc. of HSR items as mentioned in the schedule of rates 2021 corrected up to date except mentioned as above. Further in case confusion of imperfection of the specification of the HSR items the confidential detailed analyses of the HSR shall be applicable and still there is any dispute in this regard. The decision of Executive Engineer SKAU Kurukshetra shall be final.
18. Income tax shall be deducted as per Government rule plus surcharge if any or as per latest instruction of Income tax department on account of work done from each bill.
19. The jurisdiction of the court will be Distt. Court of the concerned Division i.e. Kurukshetra.
20. Tenderer must strictly abide by all the stipulation etc. forth in the detailed notice inviting tenders
21. **The contractor must employ staff while carrying out works**
22. In case the contractor fails to employ the Key Personnel required to be employed as above at site, the department will employ the personnel and the recoveries will be made as above from his bills along with 14% departmental charges. The personnel so employed shall be considered as employees of the contractor and all responsibilities of them shall lie with him only.
23. The rates should be quoted by the tenderer both in figures and in words. In case of any difference between the two, the lowest be considered as final rates.
24. Easers & over writings are not permissible. The tenderers must sign all amendments corrections and instructions.
25. Conditional and telegraphic tenders are liable to be rejected.
26. Executive Engineer, KUK reserves the right to reject any tender or all the tenders without assigning any reason.
27. If the date of opening of tenders happened to be a holiday, the same will be opened on the next working day on the same time.
28. No advance payment will be made. However, running payment will be made as and when due.
29. Tender having ambiguous/confusing rates and conditions shall be similarly rejected.
30. Where so ever specific makes have been mentioned in the schedule of work, these will be supersedes as mentioned elsewhere.
31. Analyses of rates for non-schedule items i.e. items which are not provided in the schedule of notice inviting tender/schedule of rates shall be based on the rates of the material and wages of Labour provided in the HSR 2021 with and admissible contractor's profit and overhead charge plus tender premium allotment. In case such rates of material and wages of labour involved in the non-schedule items are not provided in the HSR the same shall be payable as per actual lowest market rates and as per permissible contractor's profit and overhead charges. For such items of material the contractor shall be required to produce original quotation/vouchers, which shall be required to produce original quotations/ vouchers, which shall be subject to verification, by the engineer-in-charge. If deemed necessary the rate for non-schedule items shall be approved by the competent authority and his decision will be binding to the contractor.

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32. The rates of bus bars includes the cost of all material and labour required to complete the job in all respects including thimbles etc. of the same material as that of bars. The support of bars will be made of best porcelain. No extra payment in this regard will be given.
33. The quantity/amount of NIT can be increased or decreased.
34. These conditions shall supersede the similar condition found contrary elsewhere in the DNIT.
35. The tenderer will furnish performance security in shape of Bank Guarantee at the contract price as per University/Govt. rules.
36. **“ Contractor will not be entitled to tender for works in the SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA whose near relative is working in the Estate Branch as Superintending Engineer, Executive Engineer, Assistant Engineer(SDO), Junior Engineer, by near relative means (Wife, Husband, Parents, Children, Brothers, Sisters, Brother-in-law, and Sister-in- law, Son/Daughter-in-law, Uncle, 1st Cousin & Father- in- Law). Any concealment/ violation of this condition by the contractual agency shall be considered breach of contract agreement and shall be liable to be De-barred/blacklisted from the University.**

TECHNICAL CONDITION FOR EI WORK

1. The contractor shall install the material from the list of approved make as mentioned in the NIT. Make of material not covered in the NIT will be used as per HSR-2021, and PWD Specifications-1990.
2. The contractor must ensure preparation and submission of pipe diagram, wiring diagram, key diagram etc. as required vide PWD Specifications Chapter No. 31.6.
3. Where ISI recommends multi stranded conductor of cable, cable with multi- stranded conductor only will be used on work.
4. Rates should be quoted by the tenderer both in word and in figure, in case of any difference between the two, the lowest of the same shall be considered as final rate.
5. The rates of bus bar includes the cost of all Labour and material required to complete the job in all respect including thimbles etc. of the same material as that of bars. The support for bars will be made of porcelain. No extra payment in this regard will be given.
6. **The tenderer must either be himself holder of license of “A” class electrical contractor granted under the rule 45 of the Indian Electricity rules, 1956 by chief Engineer Inspector, Haryana is enlisted with electrical wing of the dependent in appropriate category and is specialist for doing these type of works or he must sublet the electrical work to sub-contractor possessing the above qualification. The subcontracting will be done with the written approval of the University Administration, SHRI KRISHNA AYUSH UNIVERSITY , Kurukshetra.**
7. The contractor shall submit the original manufacture test certificate of L.T. panel, air circuit breaker, moulded case circuit breaker, PVC armoured, unarmoured underground L.T. cables, XLPE 11 KV cables CT's, PT's main switches , MCBs and digital electronic meter of metering panel and other equipment/gadgets used to complete the work.
8. The contractor must employ the following staff while carrying out work:-

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List of Key Personnel to be deployed on Contract Work.

(Reference CI 4.5 (B) (b))

Sr. No.	Agreement Amount	Key personal required to be Employed by the contractor	Recovery rate in case non-Employment
1	Upto Rs. 1.00 Crore	One Electrical Engineer with diploma in Electrical Engineering (Regular) with 5 Years experience of building construction .	Rs. 30,000/-per Month
2	Above Rs. 1.00 Cr. To Rs. 5.00 Cr.	One Electrical Engineer with degree in Electrical Engineering (Regular) with 2 Years experience or Diploma in Electrical Engineering with 5 Years experience in building construction.	Rs. 50,000/- per month
3	Above Rs. 5.00 Cr.	One Electrical Engineer with degree in Electrical Engineering (Regular) with 5 Years experience in building construction.	Rs. 60,000/-per Month for Electrical Engineer.

9. All the street light fittings, bulbs and cables will be got inspected by the contractor at the works/Go down of the manufacturer before installation at site. A certificate will also be produced/ submitted by the contractor about the authenticity of purchase of above material from the authorized source.
10. Only HYLAM make ISI make (I.S.2036-1995) white Bakelite sheet will be used without any extra cost.
11. The rates mentioned in the NIT are for complete item including cost of all accessories, material, labour, tool plants, water electricity bills etc. Unless otherwise specified. No extra payment for the same shall be made.
12. The minimum size of MS control switch boards for controlling one fan point and one light point shall not be less than 20cm x 25cm x 10cm.
13. The MS box for telephone, Intercom and Bell push shall be installed of size 100mm x100mmx 60mm in place of 75mm x 75mm x 60mm.
14. The tender having ambiguous/confusing rates and conditions shall be summarily rejected.
15. The quantity/amount of NIT can be increased or decreased.
16. No Road cut charges shall be paid.
17. The contractor shall install two number check nuts and one No. PVC threaded Bush for each pipe in MS inspection boxes. The contractor shall also install PVC flanged bush in the junction boxes for each pipe. No extra payment on this account will be made. The contractor shall quote the rates accordingly.

L.T. Panel: -

General: - This distribution board shall be fabricated out of 14-gauge sheet steel cubical type suitable for floor mounting end or dead front type. Suitable rubber gaskets shall be provided between all opening and joint to make the distribution board dust, moisture and vermin proof. The distribution board shall be suitable for indoor location and shall consist of the bus bar chambers both vertically and horizontally

And the cable entry for the distribution shall be from bottom. Distribution board will consist of a number of vertical sections. Each vertical section shall be divided in to a few standard sizes of the compartment. The equipment for the various incoming and outgoing feeders shall be housed in a separate compartment. Each compartment door of distribution board shall be provided with inter locking arrangement with the handle of the respective switches/ MCCB such that the door cannot be opened unless the switches are in the off position. Vertical cable entry shall be provided on each section of the

Distribution board for cabling purpose. Continues bus bar of copper shall be provided at the bottom along the entire length, cable compartment with concealed hinged front door will be fully segregated from the main horizontal/ vertical bus bar of equipment module. The distribution board shall be painted with a suitable enameled shade after necessary primary treatment. The distribution board shall be suitable for operation on 415 volts 3 phase 50 cycles per second A.C. supply system.

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Bus Bar: - The high conductivity copper bus bar provided in the chambers shall be duly tinned and insulated and rigidly supported at the short intervals by strong 12mm thick non inflammable hylam partitions. The part i t ions shall be so designed so as to with stand the stress, which can normally occur on short circuits. Further, the bus bars and l i n k s shall be of flat copper dully tinned so that the contract between bus bars shall be easily accessible from front for any connect ions and inspect ion etc. The bus bars chamber should have of strong metal having no possibility of any dents, due to accidents and damage, which could result into electrical fault. Bus bars chamber shall be of unit type construction and have standard flanges opening at the top and bottom on both side so that any modification, extension can be easily effected at the site.

Test Certificate: - A test certificate from the manufacturer shall be handed over to the department before installation of the panel specifying that the panel conform to relevant ISS/ PWD specifications.

Connection: - Inter connections from bus bar chamber to the different molded case circuit breaker / air circuit breaker should be through solid copper bars of the required capacity duly tinned and insulated for which no extra payment will be made.

ADDITIONAL CONDITIONS

1. The rates to be quoted by the contractor shall be inclusive of octroi terminal tax, royalty, cess and all other taxes and charges. These are for complete work in all respects.
2. The defect liability-cum-maintenance period shall be 24 months from the date of completion in case of original works. For maintenance and S/R works, defect liability period will be one year and re-painting /white wash/snowcem/distempering will not be required. The date of completion shall be considered as the date certified by the Engineer-In-Charge.
- 2.1 The Engineer shall give notice to the contractor of any defects before the end of the effects Liability-cum-Maintenance Period. The Defects Liability-cum-Maintenance period shall be extended for as long as defects remain to be corrected.
- 2.2 The Contractor shall correct the notified Defect / Defects within the length of time as specified by the Engineer's, notice.
- 2.3 The contractor will be fully responsible for the quality and workmanship of the works executed by him. The liability on account of shortcomings in executed items found by any investigating agency during the defect liability period or afterwards shall be born by the agency.
- 2.4 The Contractor shall do the routine maintenance of building to the required standards in the manners as per Haryana PWD specifications latest edition, DNIT, agreement conditions and keep the whole building in defect free condition during defect liability period as defined above.
3. Department shall not be responsible for any depreciation in the value of securities, not for any loss of interest thereon.
4. No claim of any kind what-so-ever shall be entertained for any and all the losses or damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the public works department under the terms and conditions of the contract.

Special Condition

Name of work :- **Supply Installation Testing & Commissioning of New Diesel Engine Generator Set 320KVA Capacity at Shri Krishna Ayush University, Kurukshetra.**

Tender consists of packages detail given as under:-

Sr. No.	Package	Description	Rate
1	Package "A"	DNIT Sr. No. 1 to 8	Percentage rate i.e. (HSR 2021) \pm % should be quoted by the contractor.
2	Package "B"	DNIT Sr. No. 09 & 10	Only item rate should be quoted by the contractor against each item.

Contractor /society should quote the items rates on N.S. items, no payment of that item will be allowed and it will be presumed that rate of that item is already covered in the quoted rates of the tender in other items. No claim will be entertained in this regard.

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Annexure-A
Undertaking

1. That we are never been black listed or debarred at any stage by any Govt./Semi Govt. Origination/Corporation
2. That the information being submitted by us is correct and true and that any false information shall lead to disqualified at any stage.
3. That we are agree to the terms & conditions of bidding document including the technical requirements.

Authorized Signatory

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Contractor

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BOQ for Supply Installation Testing & Commissioning of New Diesel Engine Generator Set 320KVA Capacity at Shri Krishna Ayush University, Kurukshetra

Sr. No.	HSR No.	Description of Items	Qty	Unit		
1	20.89	<p>Designing Supply & erection of DG set of capacity given below with noise controlled devices acoustic of suitable rating testing and commissioning of diesel generating set radiator cooled 3 phase 4 wire 50 cycles 415 +(-)1% volts AC alternator coupled directly through a set of flexible coupling on a common MS fabricated base frame with diesel engine complete with suitable size incoming cable from generator to change over/AMF panel making 2nd incoming cable connection from transformer outgoing cable connection from changeover/ standard panel making second incoming cable connection from transformer outgoing cable connection from changeover / STD panel to incomer of motor starter panel fenced enclosure with platform for DG sets complete as per following detailed scope and specifications and directions of Engineer-in-charge.</p> <p>(Make: Tata/ Cummins/ Kirloskar / Mahindra and Sudhir)</p> <p>The rating should be at 1500 RPM. a) Diesel Engine b) Alternator c) Battery 24 V. d) Base Plate. e) Suitable sq mm suitable core copper cable upto 40 metres. f) Tools standard panel g) Metering set 415 VAC-1 set (Amp. meter Volt Meter ASS VSS Phase Indicator control fuse frequency meter CT's) h) Metering set 60/5A/110V (Amp. Meter Volt Meter) i) Overload protection for DC-1 No. j) Battery Charger 24V DC k)Copper bus bar of suitable size l) KWH meter 96 sqmm size m) Starting fuse button and key switch9on/off) n) Indicating lamps for low lubricated oil pressure high coolant temperature set running load on Dc control and other required accessories complete in all respects to the satisfaction of Engineer-in-charge 320 KVA rate derived from (HSR 20.89)</p> <p>Note: The Generator Supplied Should be of latest specifications as per CPCB IV plus norm compliance.</p>	1	Each		
2	23.22.1	<p>Supply and erection of Modular case circuit breaker single pole/4 pole on existing wall/ pedestal/ Panel including bounding to earth and making necessary connections required to complete the job in all respect up to the entire satisfaction of the Engineer-in-Charge of the</p>	2	Each		

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		work. 23.22.1.12 (4 Pole MCCB 300 to 400 Amp 50 KA)				
3	23.22.8	SITC Four pole ON LOAD Manual Change over switch in SS enclosure of following ratings 23.22.8.5 400 amp 415 volts	2	Each		
4	24.7	RCC FOUNDATIONS FOR DG SET Providing RCC foundation of M20 grade (1 Cement:1.5 Stone aggregate: 3 Coarse sand) i/c excavation steel reinforcement (Fe 500) @ 50 kg/cum of concrete contents concrete cover 50mm over a bed of 75mm thick PCC 1:5:10 of required dimensions as per OEM recommendations to provide leveled surface for placement of the DG set complete in all respects and as per directions of Engineer-in-charge (Size of foundation assumed = 5.0x1.8x1.0m) Unit: per cum 24.7.6 400 KVA DG Set	1	Each		
5	24.1.4	Earthing with tinned copper earth plate 600mmx600mmx3mm thick including accessories and providing masonry enclosures with cover plate having locking arrangement and watering pipe etc. (But without charcoal or coke and salt) etc. complete as required.	5	Each		
	24.1.5	Extra for charcoal or coke and salt for G.I. Plate or copper plate earth electrode.	5	Each		
	24.1.9	Providing and fixing 25 mm x5 mm copper strip in 40 mm dia G.I. pipe from earth electrode as required.	33	Mtr.		
	24.1.10	Providing and fixing 25 mm x 5mm copper strip on surface or in recess for connections etc. as required with all labour and material.	5	Mtr.		
6	24.2.2	LT Cable Laying of underground cable covered with sand and bricks including excavation and refilling of tranches: - 24.2.2.5 : 300 sqmm x 400 sqmm 3 to 3½ core	200	Mtr.		
7	23.24.1	Supply and erection of M.S. Angle frame duly welded for housing M.S. Sheet and main switches etc. on it, fixed on wall by means of suitable size of rag bolts with cement concrete duly painted with Three coats of approved paint including one coat of red oxide.	100	Kg		
8	23.24.3.11	Supply and erection of metal clad bus bar chamber made from 1.6mm thick MS sheet and fixing with rag bolt on wall or on existing	01	each		

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		pedestal/angle iron frame including bonding detachable up and bottom including painting and necessary connection etc (Aluminium Bar). 400Amp 4 bar of 100 cm each (cross section 63/6mm) chamber or all size 1.10mx55cmx23cm				
For above items, rate to be quoted as per Rates of HSR 2021(Edition 2025) ± (%age)						
9	NS	Dismantling of bituminous road and restoration after laying of LT Cable	15	Sqm	Rate to be quoted by the agency	
10	NS	Supply of PVC armored cable size of 400 mm 3.5 core	200	Mtr.	Rate to be quoted by the agency	

Note: Providing & fixing of Diesel Generator Set includes Supply, Installation, Testing and Commissioning along with all Civil and Electrical works (fitting of Panels, Switchgears ,Change-Overs Switches, Cables, Electrical Connection of suitable ratings complete in all respects).

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Contractor

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Witness

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Executive Engineer
for Registrar, SKAU