

CENTRAL UNIVERSITY OF PUNJAB
Established vide Act No.25 (2009) of Parliament

Tender No.: CUPB/Engg./2025-26/04



**NOTICE INVITING TENDER FOR
SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING
WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY**

The Registrar
Central University of Punjab
Main Campus, Village Ghudda
Bathinda-151401
Email: registrar@cup.edu.in

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TENDER NOTICE

NAME OF WORK: SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY

NIT/RFP No.:	CUPB/Engg./2025-26/NIT/04 dated 31/07/2025
Estimated cost of work:	Rs.32,29,156/- (Based on CPWD DSR E&M-2025, DSR Civil and market Rates)
Earnest Money:	2% of Tendered Value of Contract
Performance Guarantee:	5% of Awarded Value of Contract
Security Deposit	2.5% of Awarded Value of Contract
Completion Period	90 days
Defect liability Period:	12 months
This bid document contains	62 pages, from 01 to 62 including the cover page



(E-tendering Notice)

Registrar, Central University of Punjab, Bathinda (Punjab)-151401, invites percentage rate offers in two bids system (i.e. Technical Bid and Financial Bid) from the eligible contractors/firms for SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY

The estimated cost of the work is **Rs.32,29,156/- (Based on CPWD DSR E&M-2025, DSR Civil & Market Rates)**, Earnest Money: 2% of Tendered Value of Contract and the time for completion is 90 days. The Bid forms and other details can be seen and downloaded from the websites: www.cup.edu.in and <https://eprocure.gov.in/eprocure/app>

NIT No.: CUPB/Engg./2025-26/NIT/04 dated 31/07/2025

Last date & time of submission of online bid is 14/08/2025 up to 1500 Hrs along with a processing fee of Rs 1,000/- (Rupees One Thousand only)

The Registrar,
Central University of Punjab (CUPB)
Main Campus
Village Ghudda
Bathinda (Punjab) – 151401



Detailed E-tendering Notice

Registrar, Central University of Punjab, Main Campus, Village Ghudda, Bathinda (Punjab)-151401, invites percentage rate offers in two bid system (i.e. Technical bid & Financial bid) from the eligible contractors/Firms for SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY

NIT No.	CUPB/Engg./2025-26/04 dated 31/07/2025
Name of work	SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY
Estimated cost of work	Rs.32,29,156/- (Based on CPWD DSR E&M-2025, DSR Civil and market Rates)
Time allowed for completion of work	90 days
Earnest Money Deposit	2% of Tendered Value of Contract
Bid documents	Bid documents can be seen and downloaded from the CU, Punjab website: www.cup.edu.in and https://eprocure.gov.in/eprocure/app
Last Date and time of submission of online bids along with scanned copy of all documents	14/08/2025 at 1500 hrs along with a processing fee of Rs 1,000/- (Rs One Thousand only) offline mode in the form of a Demand Draft/ Pay Order in favor of Central University of Punjab payable at Bathinda.
Date of online opening Technical Bid	15/08/2025
Validity of Bid	180 (one eighty) days from the date of opening of Financial bid.
Opening of online Financial Bids of Technically qualified Bidders	To be opened on CPP Portal of those Bidders who qualify as per laid down parameters in Technical Bid Stage (Date and time to be finalized later by the University)
Address and Venue of submission of technical bids offline	The hard copy of the technical bid along with documents and/ or affidavit should be submitted to the office of the Executive Engineer Central University of Punjab, Main Campus, At Village Ghudda, Bathinda (Punjab)-151401 on 15/08/2025 by 1500 hrs

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING AND SUBMISSION OF DOCUMENTS

1.0 INTRODUCTION

Percentage rate offers under two bids system are invited from the eligible contractors/firms for "SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY" similar projects. **A similar project here means "Electrical works or Composite Civil and Electrical Works".**

At any time before the submission of tender, the CUPB may, for any reason, whether at its own initiative or in response to a clarification requested by an invited bidding firm, modify the Documents by suitable amendments. The amendments shall be uploaded on CPP portal and will be binding on the prospective bidders. The CUPB may, at its discretion, extend the deadline for the submission of proposals.

2.0 BROAD SCOPE OF WORK

The proposed work involves SITC of Split Air conditioners with required Accessories, Plumbing Work & Airshield Ac Pipe cover in Transit Block of the University as per CPWD specifications. (details as per BOQ).

3.0 LOCAL CONDITIONS AND PRELIMINARY COSTS

- (a) Each Bidder should fully acquaint himself of all local conditions, local bye laws and factors, which may have any effect on the execution of works covered under this document. It will be understood and agreed that all the factors have properly been investigated and considered by the Bidders before submitting the proposals. CUPB will not entertain any claim or financial adjustment or modifications in time schedule which arise due to inadequate appreciation by the Bidder at the time of submission of bid. The bidders are strongly advised to inspect the site and assess all site and geotechnical conditions, before bidding for the work.
- (b) All costs for preparing and submitting the tender and its submission, including site visits etc. shall be borne by the Bidders. No claim would be accepted/ entertained at a later date arising out of inadequate assessment of site conditions/requirements.

4.0 TIME SCHEDULE

Time for completion of the work will be 90 days.

5.0 EARNEST MONEY

- (i) 2% of the tendered value of work.
- (ii) **Earnest Money can be paid in the form of Demand Draft, or Pay Order, or Banker's Cheque, or Deposit at Call Receipt of a Scheduled Bank, or Fixed Deposit Receipt (drawn in the favour of "Registrar, Central University of Punjab, Bathinda"), or Bank Guarantee (with a validity of 6 months from the last date of receipt of tender). The original EMD should be deposited in the office of Executive Engineer, CU, Punjab within**



the period of bid submission. The Executive Engineer or his representative shall issue a receipt of deposition of the Earnest Money Deposit to the bidder in a prescribed format (enclosed) uploaded in the NIT. The receipt shall also be uploaded online by the intending bidder upto the specified bid submission date and time.

- (iii) Action as per Bid Security Declaration shall be taken by CUPB in the following events:
- (a) If the proposal is withdrawn during the validity period or during the extension agreed by the bidder thereof.
 - (b) If the Proposal is varied or modified in a manner not acceptable to the department after opening of Proposal during the validity period or any extension thereof.
 - (c) If the Bidders tries to influence the evaluation process.
 - (d) If after the award of work, the bidder fails to commence the work and/or fails to submit the Performance Guarantee within the stipulated time.

6.0 SUBMISSION OF TECHNICAL AND FINANCIAL BIDS

- (i) Tender document can be downloaded from www.cup.edu.in and <https://eprocure.gov.in/eprocure/app>. The bidder would submit their bids along with a processing fee of Rs 1,000/- (Rs One Thousand Only).
- (ii) The proposals shall be uploaded online in two parts, viz. **Technical bid and Financial bid.**
- (iii) The **Technical bid should also be submitted in hardcopy** with envelope having marked with **“Technical bid” in bold** and shall also include the Tender Processing Fee and Earnest Money Deposit, duly signed along with all the enclosures and documents.
- (iv) **If any bidder submits the Financial bid through offline mode, the bid will not be considered and CUPB will have the right to reject such bidders.**
- (v) **Bidders should quote their rates ONLINE in the schedule given (Bill of Quantities) and the same will be uploaded online only.**
- (vi) The sealed envelopes containing Tender fee, Earnest Money Deposit & Technical Bid along with supporting documents should be placed in a bigger sealed cover. The top of cover must also contain Name and Address of the bidder, telephone numbers, email address and other contact details for further correspondence.

7.0 TECHNICAL BID

The formats for submission are enclosed in this document as ‘Annexure and Proforma’ to help the Bidders in submission of offers.

The following documents should be attested by Gazetted Officer/ Notarized:

- 1) The documents for eligibility criteria.
- 2) Annexure ‘B’ & ‘E’.

Apart from the above all others documents should be self-attested by the bidders.



7.1 List of Documents to be submitted by the bidder with technical bid

The hard copy of the technical bid along with documents and/ or affidavit should be submitted to the office of the **Executive Engineer Central University of Punjab, Main Campus, at Village Ghudda, Bathinda (Punjab)-151401 up to the specified date and time of bid submission.** (The documents of eligibility criteria and Annexure 'B' & 'E' shall be attested by gazette officer/ notarized. All other documents should be self-attested by the bidders).

- (i) **Primary Eligibility:** CPWD/ MES enlistment or enlistment with any other Central Government Department/ Autonomous Organization for relevant class/ category. Further, the Bidder should have satisfactorily completed minimum one similar project of 80% value of the work order value or two similar projects of 50% value each or three similar projects of 40% value each during the last 03 years ending previous day of last date of submission of tender. The value of similar completed projects during the last 03 years shall be brought to current costing level by enhancing the actual value of work at a simple and non-compounding rate of 7% per annum calculated from the date of completion previous day of last date of submission of tender. (Annex-A & E)
- (ii) Bidder turnover or Balance sheet duly signed by the CA (certificate)/ITR of last three financial years should also be attached.
- (iii) An affidavit declaring that the bidder has not been debarred/ restrained/ black listed by any Central Govt./ State Govt. agency/ Autonomous body of the Central or State Govt./ PSU etc. (Annexure-B), duly attested by Gazetted Officer/Notary.
- (iv) Integrity Pact (Annexure-C)
- (v) Integrity Agreement (Annexure-D)
- (vi) Pan Card issued by Income Tax Department.
- (vii) Certificate of Registration for GST.
- (viii) Mandate Form (Annexure-H)
- (ix) Valid electrical license issued by Chief Electrical inspector Punjab on the name of the contractor or the valid electrical license issued by Chief Electrical inspector Punjab on the name of the its associate contractors, who execute the electrical work.

The above mentioned Annexure-B and D should be attested by Gazzeted Officer/Notarized. Apart from Annexure- B and D, all other documents should be self-attested by the bidders.

The documents mentioned above and/or affidavit should be duly attested and scanned copies uploaded on <https://eprocure.gov.in/eprocure/app>

- 7.2 The Bidders are advised to visit the site at village Ghudda, Bathinda and ascertain all facts regarding the project sites.

8.0 FINANCIAL BID

The bidders shall quote the rates on percentage rate offer above or below CPWD DSR rates, as contained in the Bill of Quantity. The quoted percentage rate shall also include the cost of all visits of the bidders and their Associates/Employees to site of work, as nothing extra would be paid on this account.



The quoted rates shall be inclusive of all prevailing taxes, levies and GST in the Bill of Quantities of the Financial Bid.

Nothing extra in the shape of taxes/ GST will be paid by the University. Only the rates calculated as $\pm$ percentage of DSR quoted by the agency will be paid for items executed as per BOQ.

Quoted prices should be firm and for Central University of Punjab (CUPB), Bathinda (Punjab-151401).

Note:

The rates quoted on percentage basis as per the amount given in Bill of Quantity shall be applicable for each item of the BOQ and its respective DSR item number.

For submitting the rates and other details, the bidder shall quote rates both in figures and words and shall work out the amount on percentage. On checking if it is found that there is a difference between the rates quoted in figures and in words or in the amount worked out, the following procedure shall be followed:

“When there is a difference between the rate in figures and in words, the rate quoted in words shall be taken as correct.”

9.0 Language of Bids

All information in the bid shall be in English.

10.0 Validity

The offer shall remain valid for a period of 90 (Ninety) days from the date of opening of Financial bid.

12.0 The bids submitted without Earnest Money shall be out-rightly rejected and bids shall be liable to be rejected, if:

- i. The Bidder is found ineligible.
- ii. The bidder does not submit the documents as detailed in Clause No. 7.1.
- iii. The bidder does not deposit EMD with the office of Executive Engineer, CU, Punjab before the last date of tender submission.
- iv. The bidder does not upload all the documents as stipulated in the bid document including the copy of receipt for deposition of original EMD in the office of Executive Engineer, CU, Punjab.
- v. If any other discrepancy is noticed later in the documents submitted at the time of submission of bid.
- vi. If the tenderer does not quote any percentage above/below, on the total amount of the tender or any section/ sub-head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tender.

13.0 Tender documents consisting of terms and conditions of contract to be complied with by the bidder and other necessary documents can be seen at the CUPB website: www.cup.edu.in and <https://eprocure.gov.in/eprocure/app>



- 14.0** CUPB reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 15.0** Late tenders will not be accepted.
- 16.0** The rates should be quoted in **"FORMAT OF TENDER.**
- 17.0** The payment to the contractor will be made in RA bill. Detailed measurement of the work will be taken and final bill will be made as per actual measurement taken on site duly certified by Engineer-in-charge.
- 18.0** The site can be seen on any working day before quoting for work. In case the contractor/firm needs any clarification/ assistance, he may contact the office of Executive Engineer, CU, Punjab on any working day during the office hours.
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GENERAL TERMS AND CONDITIONS

1. GENERAL PROVISIONS:

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- (a) **"Applicable law"** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) **"Contract"** means the contract including all Annexes hereto and all documents herein attached and the amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT;
- (c) **"Effective Date"** means the date on which this contract comes into force and effect pursuant to condition 2.1 below;
- (d) **"Contractor"** - "Contractor" shall mean (name of firm) a firm having its registered office at appointed by the CUPB for the work.
- (e) **APPLICANT / BIDDER:** Means the individual, proprietorship/partnership firm, limited company etc. submitting their bid for participation in the process of selection of the Contractor through this NIT.
- (f) **"Personnel"** means persons hired by the Contractor as employee and assigned to the performance of the work or any part thereof;
- (g) **"Party"** means the CUPB or the Contractor, as the case may be and parties mean both of them.
- (h) **"Work/ Services"** means the work to be performed by the Contractor pursuant to this contract for the purpose of Construction of Boundary Wall and Mural.
- (i) **"Third Party"** means any person or entity other than the CUPB, and the Contractor;
- (j) **"CUPB"** means "Central University of Punjab, Bathinda"; represented through **Registrar, CUPB, Bathinda (Punjab) or any other official authorized by Vice Chancellor, CUPB.**
- (k) **"Engineer-in-Charge"** means the Executive Engineer, CUPB or any other official nominated by the Registrar, CUPB
- (l) **"Project"** shall mean the facilities and allied works within the campus of CUPB
- (m) **"YEAR"** Means "Financial Year" until and unless stated otherwise.
- (n) **"Approved"** shall mean approval granted by the Registrar, CUPB or his nominee in writing or accepted by him for incorporation in the works.
- (u) **"Employer"** means the CUPB, Bathinda (Punjab)
- (v) **"GST"** shall mean Goods and Service Tax – Central, State and Inter State.

1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the CUPB and the Contractor. The Contractor, subject to this contract, has complete charge of personnel performing the services and shall be fully responsible for the services performed by them on his behalf.

1.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and Punjab State.

1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.



1.5 **Headings**

The headings shall not limit, alter or affect the meaning of this contract.

1.6 **Notices**

- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by **registered post to such party** at the address specified below.

Owner

The Registrar
Central University of Punjab
Village Ghudda
Bathinda (Punjab)- 151401

For the Contractor

	:	_____
Address	:	_____
Attention	:	_____
Telephone No.	:	_____
Mobile Phone No.	:	_____
Facsimile	:	_____
E-mail	:	_____

(Note: Fill in the Blanks)

- 1.6.2 A party may change its address for notice hereunder by giving the other party notice of such change.

1.7 **Authorized Representatives**

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the CUPB or the Contractor may be taken or executed by the officials specified below.

For CUPB: Engineer-in-Charge, CUPB or any other person nominated by the Vice Chancellor, CUPB

For the Contractor :

(Note: Fill in the Blanks)

2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

2.1 **Effectiveness of Contract**

This contract shall come into force and effect from the 10th day from the date of the letter of acceptance of the offer by CUPB for work.

2.2 **Commencement of services**

The Contractor shall begin/carry out the services at the end of such time period after the effective date.

2.3 **Expiration of contract /Contract Period/ Defect Liability Period**

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at



the end of such time period after the effective date or the extended period, if required. Any deficiencies in the project after its completion are to be rectified. Engineer-in-Charge will inform the Contractor about rectification within 6 months of Contractor submitting that work is completed.

2.4 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, will only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.6 Force Majeure

2.6.1 Definition

- a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent).
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) Both parties have to keep a record of such conditions which delay the work and the time period for completion of the project will extend accordingly.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.



- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 SUSPENSION

The CUPB may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of their obligations under this contract, including the carrying out of the work/services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Contractor to remedy such failure within the period not exceeding thirty (30) days after the issue of such notice of suspension.

2.8 TERMINATION OF CONTRACT

The Registrar, CUPB may, by not less than thirty (30) days of written notice of termination to the Contractor (except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than forty-five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) to (i) of the condition no. 2.8), terminate this contract:

- (a) If the Contractor fails to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no. 2.7 herein above, within thirty (30) day of issue of such notice of suspension or within such further period as the Registrar, CUPB may have subsequently approved in writing;
- (b) If the Contractor become (or, if the Contractor consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;
- (d) if the Contractor submits to the Registrar, CUPB a statement which has a material effect on the right, obligations or interests of the CUPB and which the Contractor knows to be false;
- (e) If the Contractor being a firm/company shall pass a resolution or the court shall make any order that the firm/company shall be wound up or a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court



or creditor to appoint a receiver or a manager or which entitles the court to make up a winding order.

- (f) If the Contractor is in breach of any terms of agreement.
- (g) If as the result of force majeure, the Contractor is unable to perform a material portion of the services for a period of not less than thirty (30) days.
- (h) if the Registrar, CUPB in its sole discretion and for any reason whatsoever, decides to terminate this contract
- (i) If the owner decides to curtail or totally abandon the work, then payment to the Contractor will be made up to stage of work completed.

When the Contractor has made himself liable for action under any of the cases aforesaid the Employer shall have power:

- A) To determine or rescind the agreement.
- B) To engage another Contractor to carry out the balance work debiting the Contractor the excess amount if any so spent.

On such determination/rescission of the agreement, applicable amount of security deposit and performance guarantee under this agreement shall be liable to be forfeited and shall be absolutely at the disposal of the CUPB.

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Registrar, CUPB shall make the following payments to the Contractor (after offsetting against these payments any amount that may be due from the Contractor to the CUPB):

- (i) Remuneration for Services satisfactorily performed prior to the effective date of termination

2.8.4 Forfeiture of Performance Guarantee and Security Deposit upon termination of contract

In case, the agreement of Contractor is terminated due to the default of the Contractor, his Performance Guarantee and applicable amount of security deposit shall be forfeited which shall be absolutely at the disposal of the CUPB, Punjab.



3.0 STANDARD OF PERFORMANCE

The Contractor shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the CUPB, and shall at all times support and safeguard the CUPB's legitimate interests in any dealings with third parties. The Contractor shall also suggest and recommend remedial measures for timely completion of the work.

4.0 LAW GOVERNING SERVICES

The Contractor shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel and agents of the Contractor comply with the Applicable Law. If required the Engineer-in-Charge, CUPB shall advise the Contractor in writing of relevant local customs and the Contractor shall, after such notifications, respect such customs.

5.0 LIABILITY OF THE CONTRACTOR

Subject to additional provisions, the Contractor's liability under this contract shall be as provided by the Applicable Law:

- A. Except in case of gross negligence or willful misconduct on the part of the Contractor or on the part of any person or firm acting on behalf of the Contractor in carrying out the services, the Contractor with respect to damage caused by the Contractor to the CUPB, shall not be liable to the CUPB:
 - (i) For any indirect or consequential loss or damage; and
 - (ii) For any direct loss or damage that exceeds:
 - a). The total payments for the work done or expected to be made to the Contractor hereunder, or
 - b) The proceeds the Contractor may be entitled to receive from any insurance maintained by the Contractor to cover such a liability, whichever of (A) or (B) is higher.
- B. This limitation of liability shall not affect the Contractor's liability, if any, for damage to third parties caused by the Contractor or any person or firm acting on behalf of the Contractor in carrying out the work.

6.0 RATES TO INCLUDE ALL TAXES

- 6.1 Rates quoted by the Contractor will include GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract and CUPB shall not entertain any claim whatsoever in this respect except as provided in this document.
- 6.2 All tendered rates shall be inclusive of all levies payable under respective statutes & GST as mentioned in 6.1. However, if any new tax or levy or cess or increase/decrease in existing tax is imposed by Statute, after the last stipulated date for the receipt of the bids including extensions if any and the Contractor thereupon necessarily and properly pays such taxes/levies/cess, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of Engineer-in-Charge, CUPB (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.



- 6.3 The Contractor shall, within a period of 30 days of the imposition of any such new tax or levy or cess, give a written notice thereof to the Registrar, CUPB that the same is given pursuant to this condition, together with all necessary information relating thereto.
- 6.4 The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Govt. and /or the Registrar, CUPB and shall also furnish such other information/document as the Registrar, CUPB may require from time to time.

7.0 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- (a) The Contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the Contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the Contract or which may be necessary for carrying out the work and for the purpose of satisfying or complying to the requirements of the Engineer-in-Charge, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage thereof to and from the work. The Contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of carrying out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses shall be deducted from any money due to the Contractor under the Contract and/or from his security deposit.
- (b) The Contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. If, however, piped water is supplied by the CUPB, the Contractor shall pay for the water at one percent of the total cost of the work done except on electrical work, air-conditioning work and furniture work. The water used in construction shall be confirming to the IS norms. The Contractor shall make his own arrangement for water connection and lying of further pipelines from the source of supply of the Employer (if used). It should be clearly understood that the Employer does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the Contractor to make alternative arrangement of water at his own cost in the event of any temporary breakdown in the water mains so that the progress of work is not held up for want of water. No claim of damages or - refund of water charges will be entertained on account of such break downs. However, if the Contractor is permitted to make his own arrangement to draw water from a well, hand pump, or a natural river or a pond of the Employer, no charges will be made for the water drawn from the same, but the Contractor will make good any damage done to the installations. The Contractor shall ensure that the quality of water used in the work conforms to BIS codes and provide for any treatment at his own cost.
- (c) The Contractor may be allowed to construct temporary bore wells in Employer's land for taking water for construction purposes only after he has got permission of the Employer in writing and after he obtains approval of statutory authorities and if at any stage, any penalty is imposed by local authority due to drawing earth, the same would be liability of contractor not CUPB. No charges shall be recovered from the Contractor on this account but the Contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent



buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the bore wells and shall restore the ground to its original condition after the bore wells are dismantled on completion of the work.

- (d) Subject to availability the Employer may supply electric power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Engineer-in-Charge. If there is any hindrance caused to other works the Contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of electric power consumed by the Contractor shall be payable to the Employer at rates fixed by the Employer, which would be deducted from the running account bills. However, CUPB does not guarantee the supply of electric power and no compensation for any failure or short supply of electric power shall be entertained.

8.0 PROVIDING OF MATERIALS

- (a) The Contractor shall, at his own expense, provide all materials, required for works other than those which are stipulated to be supplied by the Employer. All such materials shall be in conformity with specifications laid down or referred to in the Contract. The Contractor shall, if required by the Engineer, furnish proof, to the satisfaction of the Engineer that the materials comply with specifications. The Contractor shall at his own expense and without delay supply to the Engineer samples of material to be used on the work. If required, the Contractor shall forthwith arrange to supply to the Engineer fresh samples complying with the specifications laid down in the Contract. When materials are required to be tested in accordance with specifications, approval of the Engineer shall be obtained after the test results are received. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- (b) Description of materials, issue rate and place of delivery of the materials of the Request for Proposal shall be issued by the Employer and the Contractor shall procure such materials for the Employer as are from time to time required to be used by him for the purpose of the Contract only and the value of the materials incorporated in the work shall be deducted from any sums due to the Contractor under the Contract. All materials so supplied to the Contractor by the Employer shall remain the property of the Employer and the Contractor shall be the trustee of the materials so supplied and these shall not be removed from the site of the work on any account and shall be at all times open for inspection by the Engineer. The Contractor shall bear all incidental charges for cartage, storage and safe custody of the materials and against damage due to dampness, rain, sun, fire and theft. Any such material unused and in perfectly good condition in the opinion of the Employer on completion of work or termination of the Contract, or earlier shall be returned to the Employer at a place directed by the Engineer at the Contractor's cost and at rates stipulated in the Request for Proposal but in case the Employer decides not to take back the materials, the Contractor shall have no claim on account of any such



materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.

If for any reason there is delay or non-supply of materials of the Request for proposal, the Contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price between his procurement price and price specified shall be paid to the Contractor.

- (c) After completion of the work or on determination /termination/foreclosure of the Contract, or at any intermediate stage in the event of non-reconciliation of materials issued/received, consumed and in balance, the theoretical quantity of cement to be used in work shall be calculated on the basis of a statement showing the quantity of cement to be used in different items of work provided in the schedule for the purpose printed by CPWD. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned schedule, or cannot be derived from this schedule, the same shall be calculated on the basis of a standard formula to be laid down by the Engineer. Over this theoretical quantity of cement shall be allowed a variation up to 2% plus/ minus. In the case the cement for the work is arranged by the Employer and if the difference in the quantity actually issued to the Contractor and the theoretical quantity including authorized variation on the plus side, if not returned by the Contractor shall be recovered at one and a half times the issue rate plus cost of cartage to site. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variation on minus side as stipulated above), the cost of quantity of cement not so used, shall be recovered from the Contractor at the issue rate plus cost of cartage to site in the case the cement has been arranged by the Employer and at the market rate plus cost of cartage to site in the case the cement has been arranged by the Contractor.
- (d) The provision, of foregoing sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement or structural steel sections (each diameter/section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorized by the Engineer, including lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% Plus/minus shall be allowed as variation due to wastage
- (e) For any other material, the provision pertaining to working out the theoretical quantity and other aspects stated in sub-clause (c) shall be as per actual requirements.



9.0 TESTING OF MATERIALS

The contractor should carry out all the mandatory testing required during the execution of work. The Contractor shall also provide assistance, instruments, materials, labour and any other arrangement required for testing and checking of materials and workmanship as stipulated in the specifications and as required by statutory authorities at his own cost. CUPB has the right to appoint the testing authorities. The Contractor shall pay for the cost of test samples, its packing, transportation and testing fees. Failing in doing so, the same shall be provided by the Engineer-in-Charge at the expense of the Contractor.

The Contractor shall also arrange and provide the testing of materials at his manufacturing facility in the presence of CUPB officials as directed by Engineer-in-Charge.

10.0 ALTERATIONS, SUBSTITUTIONS, DEVIATIONS etc. AND PRICING

As per prevailing/latest CPWD norms.

11.0 Carrying out Part Work at Risk and Cost of Contractor.

If the Contractor:

- 11.1 At any time makes default during currency of the contract or does not execute any part of the scope of work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge;
or
- 11.2 Commits default in complying with any of the terms and condition of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- 11.3 Fails to complete the scope of work(s) or items of scope of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under any other clause of the contract may, without prejudice to any other right or remedy against the Contractor which have either accrued or accrue thereafter to CUPB, by a notice in writing to take the part work / part incomplete work of any item(s) in the scope of work out of the Contractor's hands and shall have powers to:

- (a) Take possession of all the drawings, documents etc., thereon and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Contractor.

The Engineer-in-Charge shall determine the amount, if any, that is recoverable from the Contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Contractor. The liability of Contractor on account of loss or damage suffered by CUPB because of action under this clause shall not exceed the tendered cost of the Contractor.



The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the Contractor provided always that action under this clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the CUPB are less than the amount payable to the Contractor as determined by the Engineer-in-Charge for the work in question, the difference shall not be payable to the Contractor.

Any excess expenditure incurred or to be incurred by CUPB in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the CUPB as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to CUPB in law or per as agreement be recovered from any money due to the Contractor on any account, and if such money is insufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

In the event of above course being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the Contractor.

12.0 FAULTY MATERIALS, WORKMANSHIP, DEFECTS DURING DEFECT LIABILITY PERIOD

- (a) If it shall appear to the Employer or Engineer-in-Charge or other officers of the Employer's organization or officers of any organization engaged by the Employer for quality assurance or officers of the Chief Technical Examiner's Organization that materials brought to the site are not in accordance with the specifications or any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any materials or articles provided 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, or if any defects, shrinkage or other faults which may have appeared during the period of execution of work or further within the defects liability period which shall be twelve months except the provision in sub-clause (c) mentioned below from the date of completion, the Contractor shall on demand in writing which shall be made during the period of execution of work or until expiration of the defect liability period from the Engineer specifying the work, materials, articles, defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with other materials or articles as the case may be at the risk and cost of the Contractor. Provided always, that nothing, in this clause shall relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and conditions of the Contract, or from his liability to make good all defects.
- (b) In lieu of rectifying the work not done in accordance with the Contract, the Employer may allow such work to remain and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.



- (c) Provided that the provision of defects liability period in term of sub-clause (a) shall not be applicable in case of maintenance and operations Contracts /maintenance Contracts / maintenance works.

13.0 FORE CLOSURE/ PART FORE CLOSURE

- 13.1 If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor by not less than Fifteen (15) days the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- 13.2 Upon termination of this contract, the Contractor shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the executed works by the Contractor up to and including the date of termination to the Engineer-in-Charge.

The Contractor shall be duly paid for the works carried out and services rendered till the date of termination.

14.0 CERTIFICATES AND PAYMENTS

- 14.1 All measurements shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed by the Engineer-in-Charge and the Contractor or their representatives in token of its acceptance. If the Contractor objects to any measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the Contractor or his authorized representative is not available and the work of recording measurements is suspended, the Engineer-in-Charge shall not entertain any claim from the Contractor for any loss or damage on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing of three days or fails to countersign or to record objection within a week from the date of the measurements, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to have been accepted by the Contractor.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements.

The Contractor shall give, not less than seven days' notice to the Engineer-in-Charge and shall obtain his consent in writing, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken and the Engineer-in-Charge shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer's consent being obtained in writing, the same shall



be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

The Engineer-in-Charge may cause either himself or through another officer to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated hereinabove shall be applicable to such checking of measurements.

- 14.2 The certificate of the Engineer-in-charge, to the sum payable, shall be final and conclusive against the Contractor. The Contractor shall submit bills on the printed bill form, obtainable from the Engineer, for the work done on the basis of measurements recorded as per sub clause 14.1 above. If the Contractor doesn't submit the bill within the time fixed as aforesaid, the Engineer may cause action to prepare the bill from such measurements. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the Contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer and Engineer under any of the conditions as to the final settlement and adjustment of the accounts or in any other way vary or affect the Contract.
- 14.3 The rates in the bills shall always be entered at the rates specified in the Agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the Agreement at the rates determined as per Clause 10. However, in case of partially executed items of work, the Engineer at his discretion may allow part rates for such items of work whose decision or the rates so payable shall be final and conclusive. In the case of maintenance and operations Contract, the running payments based on detailed measurements shall be made quarterly and intermediate monthly payments during the quarter shall be paid at the rates worked out on the basis of seventy-five percent of the payment based on detailed measurements.
- 14.4 In the case of likely delay in recording detailed measurements for making running payments, advance payment worked out at seventy-five percent of the tendered rates for assessed quantities of work done on the basis of a certificate from the Engineer may be made by the Employer on receipt of an application from the Contractor. The advance payments so allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof.
- 14.5 The final bill on the basis of detailed measurements shall be submitted by the Contractor within two months of the certificate of completion furnished by the Employer and payment shall be made within six months. If there shall be any dispute about any items of the work, then the undisputed items only shall be paid within the said period of six months as the case may be.
- 14.6 Deduction at source from the running/final bills of the contractor in respect of income tax, works contract/sales tax and any other taxes shall be made by the employer as applicable from time to time.



14.7 Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement to be adopted for any item of work not covered by the contract document, mode of measurement as per Indian Standard Specification No. 1200 (latest edition) and such other Indian Standard Specification as may be applicable shall be followed.

In case of such item not being covered by the said Indian Standard Specification also, shall be measured in accordance with the method of measurement in this behalf determined by the Engineer-in-Charge, whose decision shall be final and binding upon the contractor.

14.8 Final Bill

Within 15 (fifteen) days from the date of final execution of any portion/section/part of the provisions of the contract as the case may be, the contractor shall cause to be jointly taken with the representative of the Engineer-in-Charge, final measurements herein provided for the works covered by the said final execution of the portion of work.

In the event of failure on the part of the contractor on the above, Engineer-in-Charge may, of his own initiative, notify the contractor in writing of the date(s) for final measurements. The contractor shall be bound to present himself for the measurements on date(s) so notified, failing which provisions of relevant portions of clause 14 shall be apply.

The Engineer-in-Charge shall within 60 days of the receipt of the final bill drawn in accordance with the provisions hereof proceed to check, correct or certify the final bill and shall forward the corrected and certified final bill to the owner for scrutiny and payment together with the completion certificate, and shall send to the contractor for information one copy of the final bill as corrected and certified.

14.9 The contractor shall provide soft copy of the bill to the Engineer-in-Charge along with the bill.

15.0 SECURED ADVANCE AND MOBILIZATION ADVANCE

- (a) During the progress of the execution of the work, the Employer on application by the Contractor may allow the Contractor a secured advance for the materials brought at site and which in the opinion of the Engineer are likely to be incorporated in the work within the next three months and are non-perishable and are in accordance with the Contract and are adequately stored and protected against damage by weather or other causes but which have not at the time of the advance been incorporated in the work. This advance shall be payable on signing an indenture by the Contractor in the prescribed format and shall be limited to Seventy-Five (75) percent of the assessed value of the materials/or 50% of the BOQ item for which the material is to be used whichever is lesser, which shall take into account the market value and Contractors tendered rates for the finished items of work. When materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next interim payment made to the Contractor.

16.0 EXTENSION OF TIME

If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within thirty days of the date of occurrence of the event on account of



which he desires extension as aforesaid, and the Employer shall, if in his opinion reasonable grounds have been shown thereof, authorize such extension of time if any, which may, in his opinion, be necessary or proper. Non-application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension of time for completion of work by the Employer.

17.0 FACILITIES TO OTHER CONTRACTORS

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the Contract. The Contractor shall afford all reasonable facilities to all Contractors, specialists and others who may be appointed by the Employer for executing any other work at the site of work.

18.0 WORKS TO BE OPEN FOR INSPECTION

All works under execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Employer or the Engineer or their representatives or other officers of the Employer's organization or officers of any organization engaged by the Employer for quality assurance or officers of the Chief Technical Examiner's Organization and the Contractor shall at all times during the usual working hours, and at all other times for which reasonable notice of the intention of the Engineer 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. Such facilities of inspection and supervision shall also be made available at workshops, factories or other places where the materials are being prepared or constructed for the Contract and also at any place where the materials are lying or from where those are being obtained. Contractor shall obtain written permission of the Engineer if any work is to be done at a place other than the site of work. Except the representative of the statutory authorities and those mentioned above no other person shall be allowed on the work site at any time without the permission of the Engineer.

19.0 AUDIT AND TECHNICAL EXAMINATION

The Employer shall have the right to cause audit and technical examination of the works and the final bill including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done or any work claimed to have been done but found not to have been done, the Contractor, shall be liable to refund the amount of overpayment and it shall be recovered from the security deposit or the sum already due or likely to become due or in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to be paid in respect of work executed by him, the amount of such underpayment shall be duly paid by the Employer to the Contractor.

In case the cost of work exceeds the tendered amount owing to variations the Contractor shall be entitled to an extension of time in proportion to the increased value of work.

20.0 COMPLETION CERTIFICATE

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Engineer in charge shall inspect the work. If there is no defect in the work the Employer shall furnish the Contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be considered to be completed until the Contractor



shall have removed from the premises on which the work was to be executed all the scaffolding, surplus material, rubbish, and all huts erected for labour for execution of the works and cleared the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work was to be executed or of which he may had possession for the purpose of the execution thereof. If the Contractor shall fail to comply with requirements of this clause on or before the date fixed for inspection regarding the completion of the work, the Employer may at the risk and cost of the Contractor take action as he may think fit to get the work completed including rectification of all defects.

21.0 PERFORMANCE GUARANTEE

- 21.1 The Contractor shall submit an irrevocable Performance Guarantee of 5 % (Five Percent) of the tendered amount as per proforma attached in the form of Bank Guarantee in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and /or without prejudice to any other provisions in the contract) within 15 days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge, CUPB at the written request of the Contractor, stating the reason for delays in procuring the Performance Guarantee to the satisfaction of Engineer-in-Charge, CUPB, for a maximum period of 7 days with late fee @ 0.1% per day of performance guarantee amount. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/ Banker's cheque of any scheduled bank/Demand Draft of any scheduled/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. in case a fixed deposit receipt of any Bank is furnished by the Contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- 21.2 The Performance Guarantee shall be initially valid up to stipulated date of completion plus 60 days beyond the contract period. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After satisfactory completion of the work by the Contractor as approved by Engineer-in- Charge, the performance guarantees shall be returned to the Contractor, without any interest.
- 21.3 The Engineer-in-Charge, CUPB shall not make a claim under the performance guarantee except for amounts to which CUPB is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contractor's agreement) in the event of:
- a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge, CUPB may claim full amount of the performance guarantee.
 - b) Failure by the Contractor to pay CUPB any amount due, either as agreed by the Contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge, CUPB.



21.4 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the CUPB.

21.5 Forfeiture of Performance Guarantee and action to be taken for noncompliance of Bid Security declaration.

If the agency withdraws his offer or make any changes in his offer after award of works, 100% of the performance guarantee will be forfeited by the CUPB.

Further, if the Contractor does not start the work within 10 days after award of work, 100% of performance guarantee submitted by him/her will be forfeited by the CUPB. In the above eventuality, the Contractor will be debarred from participation in retendering process of this work. (Refer to Annexure-G for an undertaking to be submitted in this regard).

22.0 SECURITY DEPOSIT

- 22.1 Contractor shall permit Employer at the time of making any payment to him for work done under the Contract to deduct a sum at the rate of five percent of the gross amount of each running bill till the sum will amount to security deposit of five percent of the tendered value of the work. Such deductions will be made and held by Employer by way of security deposit unless the Contractor has deposited the amount of security deposit at the rate mentioned above in cash or in the form of fixed deposit receipts or in the form of bank guarantee. The security deposit of the Contractor shall be held by the Employer until twelve months after the date of completion of work.
- 22.2 The security deposit as deducted above on request from the Contractor can be released against fixed deposit receipt or against bank guarantee in accordance with a prescribed form, subject to the condition that the validity of the fixed deposit receipt or bank guarantee shall be in conformity with the above provisions.
- 22.3 In case a fixed deposit receipt/bank guarantee is furnished by the Contractor to the Employer as part of the performance guarantee/security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt/bank guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith on demand furnish additional amount to the Employer to make good the deficit of such sum.
- 22.4 All compensations or the other sums of money payable by the Contractor under the terms of this Contract may be deducted from the security deposit or from the interest arising thereon or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of the security deposit being reduced by reason of any such deductions aforesaid, the Contractor shall within ten days make good in cash or other bank instruments.
- 22.5 The security deposit shall be refunded on completion of the satisfactory completion of the defect liability period of 12 months.

23.0 CONTRACTOR'S PERSONNEL

23.1 General

The Contractor shall employ and provide such qualified and experienced personnel as are required to carry out the services.



23.2 Approval of personnel

The key personnel listed by title as well as by name in Technical Proposal and accepted by the Engineer-in-Charge, CUPB shall deem to be approved by the Engineer-in-Charge. In respect of other Key Personnel that the Contractor propose to use in carrying out of the service, the Contractor shall submit to the Engineer-in-Charge, CUPB for review and approval a copy of their biographical data.

23.3 Removal and/or Replacement of Personnel

If the Engineer-in-Charge, CUPB (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Contractor shall at the written request of the Registrar, CUPB specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Registrar, CUPB.

24.0 ABANDONMENT OF WORK

24.1 If the Contractor abandons the work for any reasons whatsoever or becomes incapacitated from acting as Contractor as aforesaid, the Engineer-in-Charge, CUPB may make full use of all or any of the work done by the Contractor and that the Contractor shall be liable to pay such damages as may be assessed by the Engineer-in-Charge, CUPB subject to a maximum of 10% (Ten percent) of the value of work under this agreement. The CUPB may make full use of all or any of the work done by the Contractor and proceed from the stage from where the Contractor left the work.

24.2 If at any time after acceptance of offer of the Contractor, the Engineer-in-Charge, CUPB decides to abandon or reduce the scope of work for any reason whatsoever, the CUPB shall give notice to the Contractor in writing to that effect and he shall act accordingly. The Contractor have no claim to any payment of compensation or otherwise whatsoever. The Contractor shall be entitled to all such fee for the services rendered and liable to refund the excess payment, if any made to him over and above what is due in terms of this agreement.

25.0 PAYMENT

In consideration of the services performed by the Contractor under this Contract, the CUPB shall make to the Contractor such payments and in such manner as per Terms and Conditions in the Conditions in this contract. All payments shall be made in Indian Rupees.

26.0 CHANGES IN THE CONSTITUTION OF FIRM

The Contractor shall promptly notify the Engineer-in-Charge, CUPB of any change in the constitution of his firm. It shall be open to the Engineer-in-Charge, CUPB to terminate the Agreement on the death, retirement, insanity or insolvency of any person being Director in the said firm, or on the addition or introduction of a new Director not promptly informed in writing to the Engineer-in-Charge, CUPB. But until its termination by the Engineer-in-Charge, CUPB as aforesaid, this Agreement shall continue to be in full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its Director or addition or introduction of any new Director. In case of death or retirement, the surviving or remaining Directors of the firm shall be jointly and severally liable for the due and satisfactory performance of all the terms and conditions of this Agreement.

27.0 FAIRNESS AND GOOD FAITH



27.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

27.2 Warning / Debarring

In addition to the Compensation as mentioned in relevant clauses of the contract, warning may be issued to the erring Contractor for minor deficiencies. In the case of major deficiencies in the work causing adverse effect on reputation of the CUPB, other penal action including debarring the Contractor for certain period may also be initiated by CUPB.

28.0 CONTRACTOR'S ACTIONS REQUIRING CUPB'S PRIOR APPROVAL

The Contractor shall obtain prior approval of the Engineer-in-Charge, CUPB in writing before entering into a subcontract for the performance of any part of the work, it being understood:

- (a) That the selection of the sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Registrar, CUPB prior to the execution of the subcontract.
- (b) That the Contractor shall remain fully liable for the performance of the work by the sub-Contractor and its Personnel pursuant to this Contract.

29.0 DRAWINGS AND SPECIFICATIONS

- (a) The Contractor shall execute the whole and every part of the work in workmanlike manner as regards materials and otherwise in every respect in accordance with the schedule of quantities, specifications and shall also conform exactly, fully and faithfully to the design, drawings and instructions in respect of the work by the Engineer. The Contractor shall furnish free of charge one book-bound copy of the Contract documents together with specifications, designs, drawings and instructions as are not included in printed publications referred to elsewhere in the Contract. The Contractor shall comply with the provisions of the Contract and execute and maintain the works with care and diligence and shall take full responsibility for adequacy, suitability and safety of all works and methods of construction.
- (b) Except for the items for which particular specifications are given or where it is specifically mentioned otherwise in description of items in the schedule of quantities the work shall be carried out in accordance with the Request for Proposal (hereinafter referred as "PWD or CPWD Specifications"). Wherever "PWD Specifications" are silent the latest IS codes /specifications' shall be followed. The Contractor shall keep at his own cost "Prescribed Specifications" and the latest version of IS codes / specifications applicable to the work at site.
- (c) In case of any discrepancy or inadequacy the order of precedence in interpretation shall be as under:



- (i) Description of the items in schedule of quantities.
- (ii) Drawings if referred in description of the items in schedule of quantities.
- (iii) General Conditions of Contract and Notice Inviting Tender.
- (iv) Additional Conditions/Special Conditions/ Other Conditions/ Additional Technical Specifications / Particular Specifications/Any other specifications/conditions attached with the Agreement.
- (v) PWD or CPWD Specification" referred above.
- (vi) Latest version of IS codes / specifications.
- (vii) International codes.
- (viii) Best engineering practice.

All drawings shall be properly correlated before executing the work. The drawings and description of item of work in the schedule of quantities shall be properly correlated and in case of any discrepancy between the two the description of the item of work in the schedule of quantities shall prevail unless otherwise given in writing by the Engineer.

30.0 AUTHORITIES AND NOTICES

The Contractor shall conform to all regulations, all bye-laws of any corporation and of any electricity supply company and any other statutory authority and shall give all notices required as per said regulations or byelaws to the authorities and pay to such authorities all fees that may be chargeable in respect of the works and submit the receipt with the bill to the Engineer for reimbursement.

31.0 CONTRACTOR'S TECHNICAL STAFF, FOREMEN & WORKMEN

- (a) The Contractor shall give all necessary personal superintendence and employ technical staff and foremen during the execution of the work and with such reduced technical staff and foremen as long thereafter as the Engineer may consider necessary until the expiration of the defects liability period. The number of technical staff, their qualifications and experience, who shall be constantly in attendance of the work while the men are at work of the Notice Inviting Tender. Any directions, explanations, instructions or notices given by the Engineer to such technical staff or foremen or any other authorized agent shall be held to be given to the Contractor.
- (b) The Contractor shall provide and deploy on site only such technical staff and foremen who are skilled and experienced in their respective fields and who are competent to give proper supervision to the work. The Contractor shall provide and employ skilled, semiskilled and unskilled labor as shall be necessary for proper and timely execution of the work.



(c) The Engineer shall be at liberty to object to and require the Contractor to remove from the work any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is considered by the Engineer to be undesirable. Such person shall not be employed again at work site without the permission of the Engineer and the person so removed shall be replaced by a competent substitute.

(d) If the Engineer, whose decision in this respect shall be final and binding on the Contractor, is convinced that technical staff is not effectively appointed as required above or is effectively not attending or not fulfilling the provision of this clause, a non-refundable recovery shall be effected from the Contractor at the rate of Rs Twenty-Five thousand per month for a graduate engineer (for works above Rs. 5 Lacs) and Rs. Fifteen thousand per month for a diploma holder (for works up to Rs. 5 Lacs).

32.0 DISMANTLED MATERIALS:

The Contractor shall treat any materials obtained during execution of work, as property of the Employer and such materials shall be utilized/ disposed-off in the best interest of the Employer according to the instructions issued in writing by the Engineer.

33.0 ASSIGNMENT OR SUB LETTING OR CHANGE IN FIRM'S CONSTITUTION

The Contract shall not be assigned or sublet without the written permission of the Employer, and if the Contractor shall assign or sub-let his Contract or attempts to do so or becomes insolvent or commences any insolvency proceedings or makes any composition with his creditors or attempts to do so or if any employee or person of the Employer's organization shall become in any way directly or indirectly interested in the Contract or in the case the Contractor is a partnership firm and changes its constitution without the written permission of the Employer or in the case the Contractor is an individual or Hindu Undivided Family business concern and enters into any partnership Agreement, without the written permission of the Employer and/or this partnership Agreement would have the right to carry out the work undertaken by the Contractor, the Employer shall have powers to take action specified in Clause 23 of the Agreement.

34.0 INDEMNITY AGAINST DAMAGES TO PERSONS, PROPERTY, STATUTES & PATENTS

(a) The Contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards, speed limit boards, red flags, red lights and provide barriers and shall be responsible for all



damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

- (b) The Contractor shall be responsible for all injury to persons, animals or things, and for all damages, whether such injuries or damages arise from carelessness or accident. This clause shall be held to include inter-alia any damage to work, building (whether immediately adjacent or otherwise) and to roads, streets, footpaths or bridges. The Contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injuries or damages as aforesaid and also in respect of any award of compensation or damages consequent upon such claim including legal costs.
- (c) The Contractor shall reinstate all damage of every sort mentioned in this clause so as to deliver the whole of the work complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (d) The Contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this Contract by an employee or representative of an employee of the Contractor or any sub-Contractors employed by him for any injury to or loss of life of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- (e) The Contractor shall indemnify the Employer against all claims which may be made upon the Employer for acts during execution of the Contract by the Central Government or the State Government or any statutory authorities for non-compliance of any laws or regulations in respect of labour and apprentices directly or indirectly employed in the work under the Contract.
- (f) The Contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Employer.
- (g) The Employer shall be at liberty to deduct the amount of any damages, compensation costs, charges and expenses arising in respect of any such claim as aforesaid from any sums due or to become due to the Contractor or the security deposit.
- (h) The format of Indemnity bond is attached as Annexure.



35.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

- (a) Whenever any claim for payment of a sum of money arises out of or under the Contract or any other Contract against the Contractor by the Employer or Government or any Contracting person through Employer, the Employer shall be entitled to withhold and also have a lien to retain such sums in whole or in part from the security deposit or from any sum found payable or which at any time thereafter may become payable to the Contractor under the Contract or any other Contract with the Employer or Government or any Contracting person through the Employer and also have a lien over the same pending finalization or adjudication of any such claim by the Arbitrator or by the Court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding under the lien referred to above and duly notified as such to the Contractor.
- (b) For the purpose of this clause in the case the Contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount in whole or in part from any sum payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

36.0 INCASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, the Employer shall have the option of determining the Contract without compensation to the Contractor.

37.0 FACILITIES TO OTHER CONTRACTORS

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the Contract. The Contractor shall afford all reasonable facilities to all Contractors, specialists and others who may be appointed by the Employer for executing any other work at the site of work.

38.0 DAMAGE TO WORKS IN CONSEQUENCE OF NATURAL CAUSES OR HOSTILITIES OR WAR-LIKE OPERATIONS

- (a) The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the Employer and a completion certificate from him is obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of natural causes like rain, snowfall, floods



or any other natural cause whatsoever or hostilities or war-like operations, the Contractor shall, when ordered in writing by the Employer, remove debris from the site, collect and properly stack in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provision of this Agreement for the work of clearing the site of debris, stacking of serviceable materials and for the reconstruction of all works ordered by the Employer. Such payment shall be in addition to compensation up to the value of the work originally executed before being damaged or destroyed. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Employer. The Contractor shall be paid for the damage/ destruction suffered and for restoration at the rates in accordance with the provision of this Agreement. The certificate of the Employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the Contractor.

- (b) Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (i) unless the Contractor had taken all such precautions against Air Raid as are deemed to be required by the ARP Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work.

In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

39.0 WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Employer may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:

- (i) If the Contractor having been given by the Employer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the Contractor shall without reasonable cause delays or suspends the execution of work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or has failed to complete the work by that date.
- (iii) If the Contractor persistently neglects to carry out his obligations under the Contract and/ or commits default in complying with any of the terms and conditions of the Contract.



(iv) If the Contractor shall offer or give or agree to give to any person in Central University of Punjab, Bathinda service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for Central University of Punjab, Bathinda.

(v) If the Contractor shall enter into a Contract with Central University of Punjab, Bathinda in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Employer.

(vi) If the Contractor shall obtain a Contract with Central University of Punjab, Bathinda as a result of wrong tendering or other non-bonafide methods of competitive tendering or any other malpractice.

(vii) If the Contractor being an individual, or a firm and any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for the benefit of his creditors.

(viii) If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.

(ix) If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:

(a) To determine the Contract as aforesaid of which termination notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence. Upon such determination, the earnest money deposit, security deposit already recovered and performance guarantee under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

(b) After giving notice to the Contractor to measure up the work of the Contractor and to take over unexecuted work out of his hand for its completion, the Contractor, whose Contract is determined, shall not be allowed to participate in the tendering process for the balance work.



In the event of above courses being adopted by the Employer, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

40.0 LABOUR SERVICE LAWS

40.1 The Contractor must employ adult labour only; employment of child labour will lead to the termination of the contract including other punitive action as deemed fit.

40.2 Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the bidders and challans/receipts must be enclosed with the Running bills. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws.

40.3 The firm should have valid labour license.

41.0 COMPENSATION FOR DELAY /LIQUIDATED DAMAGES AND PENALTIES

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be the essence of the Contract on the part of the Contractor. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence.

(b) 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 (save for special jobs) to complete one-eighth of the work before one-fourth of the time allowed under the Contract has elapsed; three-eighth of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourth of such time has elapsed. However, for special jobs if a time schedule has been submitted by the Contractor and the same has been accepted by the Employer, the Contractor shall comply with the said time schedule. 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-half percent per week of delay, or such smaller amount as the Employer (whose decision in writing shall be final and binding) may decide for every day that the progress remains below specified or that work remains incomplete after the proper dates. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed 10 (Ten) percent of the tendered cost.

42.0 SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract or these conditions or otherwise concerning the works or the execution or failure to execute the



same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- 42.1 If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge, CUPB on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Registrar, CUPB in writing for written instruction or decision. Thereupon, Registrar, CUPB shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

If the Registrar, CUPB fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Registrar, CUPB, the Contractor may, within 15 days of the receipt of the decision, appeal to the Vice Chancellor, CUPB who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Vice Chancellor, CUPB shall give his decision within 30 days of receipt of Contractor's appeal.

- 42.2 If the Vice Chancellor, CUPB fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of the Vice Chancellor, CUPB then either party may within a period of 30 days from receipt of the decision give notice to the Registrar CUPB for appointment of arbitrator, failing which the said decision shall be final binding. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- 42.3 Except where the decision has become final, binding and conclusive in terms of Sub Para above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Vice Chancellor, CUPB. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Vice Chancellor, CUPB of the appeal. It is also a term of this contract that no person, other than a person appointed by Vice Chancellor, CUPB as aforesaid, should act as arbitrator and if for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 6 months of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the CUPB shall be discharged and released of all liabilities under the contract in respect of these claims.

- 42.4 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) / Arbitration and Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him



and in all cases where the total amount of the claims by any party exceeds Rs. 1, 00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. However, no interest shall be payable on the awarded amount.

43.0 CIVIL SUIT JURISDICTION

All legal proceedings in connection with this Contract shall be subject to the territorial jurisdiction of the Civil Courts, at Bathinda only.

44.0 Safety:

- 44.1 The contractor shall be responsible for maintaining the safety of all activities on the site, including smooth flow of traffic at his own cost as per guidelines of the IRC/MORT&H/IS.
- 44.2 In respect of all above, directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, the employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.
- 44.3 The decision of the Engineer-in-Charge in this regard shall be final and no claim on account of this shall be entertained.



Scope of work for the
SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK &
AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY

The proposed work involves Supply installation testing and commissioning of new Split Air conditioners of different capacity in Transit Block of the University as per CPWD specifications. (Details as per BOQ). The required Accessories, Plumbing Work & Airshield Ac Pipe cover is also in the scope of contractor. All the work will be executed by the agency as per the specification laid down in the CPWD for relevant category of work.



SPECIAL CONDITIONS OF THE CONTRACT

1. **Hindrance Register** is required to be maintained by the contractor at site to record any hindrances during the execution of the work and timely entry to be made on the same day of encountering the hindrance. Engineer-in-charge is to be intimated on the next date of occurrence of conditions of hindrances and approval be taken. The hindrance register shall be considered proof for grant of the extension of completion period, if required. In case, non-maintenance of this hindrance register, no claim whatsoever compensation for delay are subject to proper maintenance of hindrance register in the format prescribed as per the latest CPWD manual.
2. **The quoted rates shall hold good for a variation in quantity of the BOQ upto $\pm 25\%$ and nothing extra shall be payable on this account. However, the total deviation limits for the BOQ quantities shall be decided as per the prevailing/latest CPWD norms, but not without prior approval of the Engineer-in-charge.**
3. The provisions and quantities taken in the Bill of Quantity are provisional and estimated, the actual quantities carried out at site shall be paid as per the approved work and drawings duly approved by the university and endorsed to the contractor by the Engineer-in-charge.
4. The quoted rates should be inclusive of all taxes, levis & GST etc. and nothing extra shall be paid.
5. **Any other item (other than BOQ) required to be executed for the execution and completion of the work shall be paid as per latest CPWD DSR and in accordance with the prevailing/latest CPWD norms.**
6. All the works are required to be executed as per CPWD Specifications (latest version) and the contractor is required to have a copy of the same in his possession for reference.
7. The quality testing of materials is to be done in accordance to the CPWD Specifications 2009 (with latest amendments) for the respective items.



APPLICATION FORM

To be Filled Completely and Signed

1. Contact details of the head office of proposing firm:
 - a. Name-
 - b. Address-
 - c. Tel. No. –
 - d. Fax -
 - e. Email-
 - f. Web site (If any)
2. Name and full address of local office of proposing firm nearest to Bathinda:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email-
 - f. Web site (If any)
3. Name and full address of manufacturer:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email-
 - f. Web site (If any)
4. Name of advising bank and account number:
5. SWIFT Code:
6. PAN and TAN Number:
7. GST Number:
8. Manufacturing type (tick mark):
 - i. Imported
 - ii. Indigenous
 - iii. Both
9. Country(s) of origin:
10. Any other relevant information:



DECLARATIONBY SUPPLIER/CONTRACTOR

"It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the tender/quotations are truthful and binding on the firm."

Place:

Signature of Authorized Person

Date:

Designation



AGREEMENT

The agreement made this _____ day of _____ Two Thousand _____ between the Central University of Punjab, Bathinda and _____

_____ (name of contractor) on the other hand, hereinafter known as the Contractor, which includes its authorized representatives, and legal heirs, for the work “_____ at the Main Campus of Central University of Punjab At Village Ghudda, Bathinda (Punjab)-151401” at tendered amount of Rs. _____ (Rupees _____) and whereas the CUPB, Bathindahas invited the Bids from eligible Contractors fulfilling the eligibility criteria for providing comprehensive services for implementation of the aforementioned Project and whereas the CUPB has accepted the offer of the contractor on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - (a) Tender for the work“_____ at the Main Campus of Central University of Punjab at Village Ghudda, Bathinda (Punjab)-151401”
 - (b) Financial Bid and DNIT terms & conditions.
 - (c) Letter of Award
 - (d) Agreement
 - (e) Annexure & Proforma
 - (f) Any other document like letter of extension of validity of offer, etc (to be decided at the time of award)
3. In consideration of the fee to be paid by the CUPB to the Contractor as agreed to between the parties, the Contractor hereby covenants with the CUPB to provide the services in conformity in all respect with the provision of this contract.
4. TheCUPB hereby covenants to pay the contractor in consideration of the provision of the work/ services provided at times and in the manner prescribed by the contract.

CONTRACTOR	Registrar CUPB, Bathinda
WITNESS: 1. 2.	WITNESS:



Annexures & Proforma



ANNEXURE -A

**DETAILS OF SIMILAR PROJECTS COMPLETED SINCE INCEPTION
(as per the definition of similar projects used in this document)**

Sl. No.	Name of project & location	Owner or sponsoring organization	Cost of project in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name & address/ telephone No. of Officer to whom reference may be	Remarks (Page Number of document attached)
1	2	3	4	5	6	7	8	9

Signature of Contractor



ANNEXURE -B

FORMAT FOR NON-BLACKLISTING OF SUPPLIER

I/ We _____ Manufacturer/Authorized Distributor (strike out which is not applicable) of
(Supplier) _____ do hereby declare and solemnly affirm that the
individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Deponent

Address

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best
of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated:

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner.)





ANNEXURE-C

UNDERTAKING FOR INTEGRITY PACT

To,

Executive Engineer,
_____,

Dear Sir,

I/We acknowledge that CUPB, is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I /We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CUPB. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article I of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CUPB, shall have unqualified, absolute and unfettered right to disqualify the renderer/Bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)



ANNEXURE-D

To be signed by the Bidder and same signatory competent/authorized to sign the relevant contract on behalf of CUPB.

INTEGRITY AGREEMENT

This Integrity Agreement is made at -----**----- on this -----**---- day of -----**-----20-----**---

BETWEEN

Central University of Punjab, Bathinda (CUPB) represented through Engineer-in-charge-in-Charge

-----**-----

CUPB., -----**----- , (Hereinafter referred as the (Address of the University))

CUPB, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

-----**-----

(Name and Address of the Consultant /Contractor/ Firm/Company)

Through -----**----- (Hereinafter referred to as the
(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the CUPB has floated the Tender (NIT No. -----**-----) (hereinafter referred to as “**Tender/Bid**”) and intends to award, under laid down procedure, contract for -----
-----**-----

(Name of work)

Here in after referred to as the “**Contract**”

AND WHEREAS CUPB values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Contractor (s)

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions



of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

****to be filled by the Registrar**

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness as under:

Article 1: Commitment of CUPB

- I. The CUPB commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (i) No employee of the CUPB, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (ii) The CUPB will, during the Tender process, treat all Bidder(s) with equity and reason. The PWD will, in particular, before and during the Tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (iii) The CUPB shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
 - (iv) If the CUPB obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the CUPB will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(S)/Contractor(s)

- I. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- II. The Bidders(s)/Contractors(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (i) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the CUPB employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not



legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- (ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to fee, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (iii) The Bidder(s)/ Contractor (s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor (s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the CUPB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (v) The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (vi) The Bidder(s)/ Contractor (s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and /or to influence the procurement process to the detriment of the Government interests.
- (vii) The Bidder(s)/ Contractor (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the CUPB under law or the Contract or its established policies and laid down procedures, the CUPB shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor (s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the CUPB's absolute right:

- I. If the Bidder(s)/ Contractor (s) either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the CUPB after giving 14 days' notice to the Contractor shall have powers to disqualify the Bidder(s)/ Contractor (s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the



exclusion will be determined by the severity of transgression and determined by the CUPB. Such exclusion may be forever or for a limited period as decided by the CUPB.

- II. Forfeiture of Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the CUPB, apart from exercising any legal rights that may have accrued to the CUPB, may in its considered opinion forfeit the entire amount of Earnest Money Deposit declaration, performance Guarantee and Security Deposit of the Bidder/Contractor.
- III. Criminal Liability: If CUPB obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the CUPB has substantive suspicion in this regard, the CUPB will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- I. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- II. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the CUPB.
- III. If the Bidder/ Contractor can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the CUPB may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- I. The Bidder(s)/ Contractor (s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/ Contractor shall be responsible for any violation(s) of the principle laid down in this Agreement/Pact by any of its Sub-contractors /sub-vendors.
- II. The CUPB will enter into Pacts on identical terms as this one with all Bidders/ Contractors.
- III. The CUPB will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.



Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 (Nine) months after the completion of work under the contract or till the continuation of defect liability period, whichever is later and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CUPB.

Article 7- Other Provisions

- I. This Pact is subject to Indian law, place of performance and jurisdiction is the Headquarters of the Division of the CUPB, who has floated the Tender.
- II. Changes and supplements need to be made in writing. Side agreements have not been made.
- III. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- IV. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the CUPB in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8 – LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of CUPB)

(For and on behalf of Bidder/Consultant/ Contractor)

Witnesses:

- I. -----
(SIGNATURE, NAME AND ADDRESS)
- II. -----
(SIGNATURE, NAME AND ADDRESS)

Place:



Dated:

ANNEXURE-E
AFFIDAVIT FOR SIMILAR WORK EXPERIENCE

To,

Engineer-in-charge-in-Charge,

-----,

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another Contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CUPB in future forever. Also, if such a violation comes to the notice of CUPB before the date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Yours faithfully

(Duly authorized signatory of the Bidder)

(Note: To be furnished on non-judicial stamp paper duly attested by oath commissioner)



CHECK LIST
(TO BE FILLED COMPLETELY & PLACED IN ENVELOPE-I)

Sr. No.	Points to be verified (Duly filled and signed Annexure)	Yes/ No	Page No.
1	EMD		
2	Annexure-A with Supporting experience certificates		
3	Bidder Turnover duly signed by CA		
4	Affidavit duly attested by the Oath Commissioner/Executive Magistrate regarding non-black listing of supplier attached. (Annexure-B)		
5	Integrity Pact (Annexure-C)		
6	Integrity Agreement (Annexure-D)		
7	Photocopy of PAN, GST and TAN card.		
8	Affidavit For Similar Work Experience (Annexure-E)		
9	Form of Bank Guarantee for Performance Guarantee (Annexure-G)		
10	Mandate Form for Payment (Annexure-H)		
11	Copy of "NIT documents" signed and stamped on each page.		
12	Spare part availability certificate.	Not Applicable	
13	In case of authorized agent/distributor whether certificate/authorization letter for the same issued by the manufacturer attached.	Not Applicable	
14	Whether catalog of the items attached?	Not Applicable	
15	In case of foreign suppliers quoting directly, whether, the name of Indian agency mentioned?	Not Applicable	

Place:**Signature of Authorized Person****Date:****Designation****Seal**



ANNEXURE-G

Form of Bank Guarantee for Performance Guarantee

In consideration of Central University of Punjab, Main Campus, Ghudda-151401 (Bathinda), Punjab (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the society) having offered to accept the terms and conditions of the proposed Agreement between the Employer and address..... (herein after referred to as Contractor which expression shall include his heirs, executors, administrators and permitted assignees) for the work of (herein after called "the said Agreement") and having further agreed that on production of an irrevocable bank guarantee for Rs.....(Rupeesonly) as a security/guarantee towards the performance guarantee from the Contractor for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

1. We (indicate the name of the Bank) (hereinafter referred to as the said Bank) hereby undertake to pay to the Employer the amounts due and payable under this guarantee not exceeding Rs (Rupees..... only) without any demur, merely on a demand from the Employer stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

2. We, the said Bank, further undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us for making such payment.

3. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement, and it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Contractor, and accordingly discharges this guarantee.

4. We, the said Bank, further agree that the Employer shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the Contractor, and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor

6. We, the said Bank, lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

7. This guarantee shall be valid up tounless extended on demand by the Employer. Notwithstanding anything mentioned above, the liability of the said Bank against this guarantee is restricted to Rs (Rupees only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday of..... for (Indicate the name of the Bank)



Annexure-H

MANDATE FORM FOR PAYMENT

Sr No	Particulars	Detail
1	Vendor Name	
2	GSTIN	
3	Vendor Address	
4	E-Mail Id	
5	Phone No./Mobile No.	
6	Pin Code	
7	PAN	
8	Vendor Beneficiary A/C Type	
9	Account No.	
10	IFSC Code/Swift Code	
11	MICR Code	
12	Sort Code/ABA /IBAN No	
12	Name of Bank & Address	

Signature of Vendor with Bank Seal

Verified by Bank Concerned
Signature with Seal of Bank



NAME OF WORK: SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY						
Contract No:		Please Quote Your Rates				
Bidder Name:		Quoted Rates,				
		+ or – DSR Rates				
		At _____ % Above/Below				
S. NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	Rate (Rs.)	AMOUNT (Rs)	REMARKS
1	Supply , Installation, Testing and Commissioning of Air Cooled Hi Wall split type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 3.5 Mtr (IDU to ODU) i/c drain pipe R-32/R-410/ R407 Green Refrigerant, wireless Remote control, suitable for working between 180-260V with low & high voltage cutoff and 50 hz ,1 phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor. The system shall be able to deliver 100% of the rated capacity upto 42 Degree Celsius. Min 5 year Original Equipment Manufacturer (OEM) warranty both compressor and Printed Circuit Board (PCB). Must comply : Electrical cable IS 694 or IS 9968 temperature sensing control IS /International Electro technical Commission (IEC) 60730, hermetic compressor IS 10617, heat exchanger IS 11329, capacitor IS 2993 and motor IS 12615. Complete as per CPWD specification and IS : 1391 Part II 2023. The system shall be able to operate up to 50 OC (out door ambient temperature). , Inverter Type - Hot & Cold , 1.0 TR with 3 Star BEE Rating	Each	30	34981	1049430	DSR E&M 2025- item No. 8.2.5

2	Supply , Installation, Testing and Commissioning of Air Cooled Hi Wall split type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 3.5 Mtr (IDU to ODU) i/c drain pipe R-32/R-410/ R407 Green Refrigerant, wireless Remote control, suitable for working between 180-260V with low & high voltage cut off and 50 hz ,1 phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor. The system shall be able to deliver 100% of the rated capacity upto 42 Degree Celsius. Min 5 year Original Equipment Manufacturer (OEM) warranty both compressor and Printed Circuit Board (PCB). Must comply : Electrical cable IS 694 or IS 9968 temperature sensing control IS /International Electro technical Commission (IEC) 60730, hermetic compressor IS 10617, heat exchanger IS 11329, capacitor IS 2993 and motor IS 12615. Complete as per CPWD specification and IS: 1391 Part II 2023. The system shall be able to operate up to 50 OC (outdoor ambient temperature). , Inverter Type - Hot & Cold , 1.5 TR with 3 Star BEE Rating	Each	20	41959	839180	DSR E&M 2025 - item No. 8.2.6
3	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply and all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall- 32 mm nominal dia Pipes	meter	400	518.75	207500	DSR Civil Volume-II- 2023 - item No. 18.7.4

4	Supply , Installation, Testing and Commissioning of Air Cooled Hi Wall split type Air conditioners complete with Indoor unit(IDU), Out door unit (ODU), surface / concealed copper Refrigerant piping with insulation (closed cell elastomeric nitrile rubber tubular pipe section) upto 3 Mtr (IDU to ODU), copper power cable upto 3.5 Mtr (IDU to ODU) i/c drain pipe R-32/R-410/ R407 Green Refrigerant, wireless Remote control, suitable for working between 180-260V with low & high voltage cutoff and 50 hz ,1 phase AC supply capable of performing cooling, dehumidification, air circulation of following capacity with Scroll / rotary compressor. The system shall be able to deliver 100% of the rated capacity upto 42 Degree Celsius. Min 5 year Original Equipment Manufacturer (OEM) warranty on Printed Circuit Board (PCB) and 10 Year Warranty on Compressor Must comply : Electrical cable IS 694 or IS 9968 temperature sensing control IS /International Electro technical Commission (IEC) 60730, hermetic compressor IS 10617, heat exchanger IS 11329, capacitor IS 2993 and motor IS 12615. Complete as per CPWD specification and IS : 1391 Part II 2023. The system shall be able to operate up to 50 OC (out door ambient temperature). , Inverter Type - Hot & Cold , 2 TR with 3 Star BEE Rating	Each	12	58328	699936	Market rate
5	Supply , Installation, Testing and Commissioning of Wall/Floor mounted Stand	Each	62	500	31000	Market rate
6	Supply , Installation, Testing and Commissioning of additional Copper pipe with insulation with 2.5Sqmm 4 core wire for installation work of 1Ton AC	meter	120	1044	125280	Market rate
7	Supply , Installation, Testing and Commissioning of Airshield's AC Pipe Cover made up of Original PVC with UV & Anti-aging Properties (Wall Hole Cover, Casing Pipe, Connector, Diversion Elbow, Vertical Elbow, T joint, Flexible pipe etc.)	set	62	4465	276830	Market rate
8	Total				3229156	

Receipt of Deposition of Original EMD

Ref. No.:

Date:

1.	Name of Work	SITC OF SPLIT AIR CONDITIONERS WITH REQUIRED ACCESSORIES, PLUMBING WORK & AIRSHIELD AC PIPE COVER IN TRANSIT BLOCK OF THE UNIVERSITY, VPO Ghudda (Distt. Bathinda)
2.	NIT No.	CUPB/Engg./2025-26/04
3.	Estimated Cost	Rs.32,29,156/-
4.	Amount of Earnest Money Deposit	Rs. 64,600/-
5.	Last date of submission of bid	upto 1500 Hrs

-
1. Name of Contractor : -----
2. Form of EMD : -----
3. Amount of Earnest Money Deposit : -----
4. Date of submission of EMD : -----

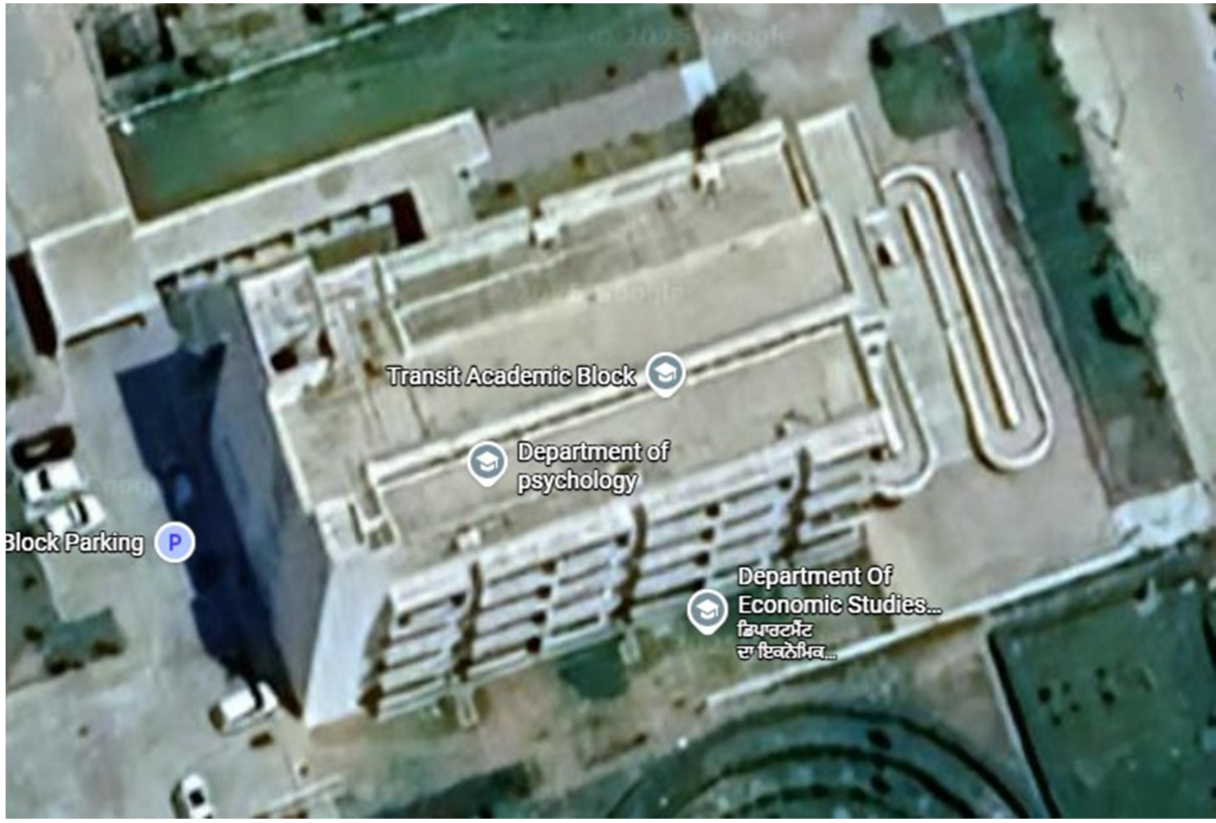
Signature, Name and Designation of
EMD receiving officer (Executive Engineer or his
representative) Along with Office Stamp

Note :

1. The Executive Engineer, CU-Punjab or his representative should receive the original EMD for the tender.
2. The Executive Engineer while receiving the EMD in original form shall examine the EMD deposited by the bidder as per the terms and conditions of the NIT, and shall issue a receipt of deposition of earnest money. The receipt may be issued by his representative also.



Transit Block



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Supa