

National Sports University
Manipur Olympic Bhavan, Khuman Lampak
Imphal, Manipur

Notice Inviting Tender

Dated: 05-02-2024

F.No.16/PUR/Maint/23-24: Registrar, National Sports University invites sealed rates of tender in two bid system from reputed contractors pertaining to repairing of Girls' Hostel, National Sports University. Details may be obtained from the National Sports University website www.nsu.ac.in

sd/-
The Purchase Officer
National Sports University

National Sports University
Manipur Olympic Bhavan, Khuman Lampak
Imphal, Manipur

Sealed Item rate tenders in two bid system (Technical Bid and Financial Bid) are invited by the Registrar, National Sports University for works pertaining to repairing of Girls' Hostel, National Sports University from reputed building contractors who have executed similar works, having completed three similar works costing not less than 30 Lacs in the last three years. **Preference will be given to contractors who have executed similar works.**

Tenderers shall furnish proof of satisfactory completion of such work issued by the client. Technical bid shall be opened first and after evaluation and finalization of technical bid, the list of eligible contractors shall be prepared and financial bid of the short-listed contractors shall be opened. **The University authorities will carry-out site inspection of similar works carried by the contractors before opening of financial bids**

Tender documents can be obtained from the office the Purchase Officer, Administrative Block, National Sports University, Khuman Lampak Sports Complex, Imphal West Manipur 795001 from 28-09-2023 during working hours. The documents are also available online at the University website www.nsu.ac.in.

Tenderers may visit the site of work to ascertain the scope of work.

Earnest Money Deposit	Rs. 19,000
Last Date of Sale of Tenders Last date of Clarifications on queries if any	19/02/2024
Last date of Submission of Tenders	20/02/2024 upto 3:00 pm
Date of Opening of Technical Bid	Will be notified later
Date of Opening of Financial Bid	Will be notified later

Sd/-

The Purchase Officer
National Sports University

APPENDIX

Defects Liability period	12 Months
Date Of Commencement	The 10th day after the date on which The Purchase Officer issues written orders to commence the works or the date of handing over the site whichever is later.
Date of Completion	60 days from the date of commencement
Penalty for delay	1,000/-per day up-to maximum 10% of the cost of the works.
Approximate Value of work	Rs. 7,00,000/- (Rupees Seven Lakhs only)
Retention Percentage	5% (As per the terms and conditions)
Performance Guarantee	Before issue of letter to start the work, Contractor shall furnish a performance guarantee in the form of a Bank Guarantee to the tune of Five percent (5%) of the cost of the accepted tender amount, which will be kept valid up to 12 months after completion of the works.
Advance Amount	No advance amount will be issued
Memorandum of Understanding	A Memorandum of Understanding will be signed between the Contractor and the University upon acceptance of their tender.

National Sports University
Khuman Lampak Sports Complex

Dated 05-02-2024

NOTICE INVITING TENDER

- 1) Sealed Item rate tenders in two bid system (Technical Bid and Financial Bid) are invited by the Registrar, National Sports University for works pertaining to repairing of Girls' Hostel, National Sports University.
- 2) The Tender shall be submitted in the prescribed Tender form.
- 3) The works are required to be completed within a period of fifteen days from the date of commencement.
- 4) The date of commencement shall be from the date on which the Purchase Officer issues written orders to commence the work.
- 5) Tender documents can be obtained from the office the Purchase Officer, Administrative Block, National Sports University, Khuman Lampak Sports Complex, Imphal West Manipur 795001 from 05/02/2024 to 20/02/2024 during working hours. The documents are also available online at the University website www.nsu.ac.in.
- 6) Completed Tender should accompany PAN number, TIN number and Service Tax registration number, email address, phone number and registered address of the Contractor.
- 7) Plans, specifications etc. pertaining to the works can be inspected in the Administrative Building, National Sports University, Khuman Lampak, Imphal Manipur, during office hours on any working day with prior appointment.
- 8) CONTRACTOR are advised to inspect and examine the site and satisfy themselves before submitting their tender. CONTRACTOR shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed.
- 9) Submissions of the Tender by the CONTRACTOR implies that he has read this notice and all other contract documents and has made himself aware of the scope

and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.

- 10) A CONTRACTOR should quote in figures as well as in words rate(s) quoted. The amount for each item should be worked out and the requisite totals given. Special care shall be taken to write rates in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words "Rs." should be written before the figure of rupees and the words "paise" should be written at the end. Unless the rate is in whole rupees and followed by the word "only" it should invariably be up to two places of decimals.
- 11) All rates shall be quoted on the Tender form only.
- 12) The Tender shall be accompanied by earnest money deposit of Rs. 19000/- (Rupees Nineteen Thousand Only), in the form of a demand draft in favor of the National Sports University.
- 13) On acceptance of the Tender, contractor shall furnish performance guarantee in the form of an F.D.R or bank guarantee of 5% of the accepted Tender cost in favor of National Sports University before issue of letter to start the work
- 14) National Sports University will return the earnest money where applicable, to every unsuccessful CONTRACTOR on return of all the Tender documents without any interest.
- 15) A CONTRACTOR shall submit the Tender which satisfies each and every condition laid down in this notice, failing which the Tender will be liable to be rejected.
- 16) National Sports University does not bind itself to accept the lowest or any tender or to give any reasons for their decision.
- 17) National Sports University reserves the right of accepting the whole or any part of the Tender and CONTRACTOR shall be bound to perform the same at his quoted rates.
- 18) Sales tax, VAT, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and National Sports University will not entertain any claim whatsoever in respect of the same. However, in respect of

service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by National Sports University after satisfying that it has been actually and genuinely paid by the contractor

19) T.D.S. for VAT/WCT etc. as applicable to Imphal, Manipur shall be deducted from the payments to be made to the Contractor and tax deduction certificate shall be issued by National Sports University as per govt. guidelines

20) This notice of Tender shall form part of the contract documents.

Contractor :

Duly authorized to sign the
On Behalf of M/s

.....
.....
.....

Signature.....
Date.....
Email.....
Phone.....
Postal Address.....

.....
.....

Owner:

**For and on behalf of National Sports
University**

Authorized Signatory

To,

The Registrar
National Sports University,
Khuman Lampak Sports Complex, Manipur

Dear Sir,

I/We have read and examined the following documents relating to tender for repairing of Girls' Hostel, National Sports University.

- 1) Notice Inviting Tender Specifications
- 2) Drawings
- 3) General Conditions of Contract
- 4) Special Conditions
- 5) Tender Schedule

I/We hereby Tender for execution of the works referred to in the aforesaid, documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates quoted by us in the Tender schedule. We have visited and examined the site of works and are fully aware of the site conditions, having a bearing on the contract.

In consideration of I/We being invited to the Tender, I/We agree to keep the Tender open for acceptance for 90 Days from the due date of submission thereof and not make any modifications in the terms and conditions which are not acceptable to the Registrar, National Sports University, Manipur.

A sum of Rs. 19,000/- (Bank Draft No.....Dated.....) is hereby forwarded in Bank Draft in the favor of National Sports University as earnest money. If I/we fail to keep the Tender open as aforesaid or make any modifications in the terms and conditions of the Tender which are not acceptable to the Registrar, National Sports University, Manipur. I/We agree that the Registrar, National Sports University, Manipur, shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If after the Tender is accepted, I/we fail to commence the execution of the works as provided in the conditions, I/we agree that the Registrar, National Sports University, Manipur shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

I/We agree that should the Registrar, National Sports University, Manipur decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by us forth-with, the Registrar, National Sports University, Manipur may at its option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us or otherwise.

Duly authorized to sign the
Tender On behalf of M/s

.....

Signature.....
Dated.....
Postal Address.....

SPECIAL CONDITIONS

1. The work shall be carried out as per the requirement along with the correction slips; issued up to date of acceptance of Tender in case of doubt the decision of the Architect shall be final and binding on the Contractor.
2. The Contractor shall be responsible for any damage to the equipment or structures, injury to the personnel during the progress of the work and he shall be liable to pay compensation as may be decided by the Registrar or his authorized representative in respect of such damages /injuries.
3. The serviceable materials out of the dismantled materials if any will be the property of the University and properly stacked by the Contractor as directed by the Registrar. Decision of Registrar or his authorized representative on the service-ability of the dismantled materials shall be final and binding on the Contractor.
4. All labour Employed by the Contractor shall be covered by the workman's compensation act. Any death, injury or mishap to the workmen of the Contractor will entirely be the Contractor's responsibility and the University, shall not be liable to pay any damages for the same.
5. Contractor shall take adequate safety precautions to avoid any accident etc. at site. Shall erect proper barricades, sign boards, lights, etc. shall provide safety belts, safety shoes, head gears (helmet I.S.I standard) and shall be fully responsible for any criminal & civil liabilities. All safety arrangements are to be made by contractor at his own cost.
6. No labor or material rate escalation claims will be entertained from the contractor as this work has to be completed within 15 days from the date of commencement of work at site.
7. Rates quoted by the contractor shall be inclusive of all items of work listed below and Any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the work shall be executed / provided/ rendered by the CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects
8. Labour Camp will be arranged by the contractor outside the college premises. National Sports University does not have space for labour camps inside its

premises.

9. The Registrar, National Sports University, Manipur reserves the right to decrease the items of work, change the specifications of works or remove the entire/any section of work as may be deemed necessary to finish the works within the available budget.

GENERAL CONDITIONS OF CONTRACT

Definitions: the contract document consists of the agreement, the special and general conditions of the contract, specifications and bills of quantities including all modifications and the contract drawings prepared by the Architect from time to time

1. The site: shall mean the site of contract work at Girls' Hostel, National Sports University, Khuman Lampak Sports Complex, Manipur.
2. Sub-Contractor: includes those who have a direct contract with the Contractor.
3. Notice: written notice shall be deemed to have been served if delivered in person to a member of the Contractors firm.
4. Work: the term "work" includes both labour and material of the Contractor/Sub-Contractor.
5. Time limits: time limits or 60 days stated in the contract are essence of the contract.
6. Law: law of the place of work shall govern the construction under this contract.
7. Virtual completion: date of virtual completion is the date when the construction is sufficiently completed in accordance with the contract documents, including modifications, if any.
8. Contract documents: shall consist of the following
 - a. Articles of agreement
 - b. General and special conditions of contract
 - c. Technical specifications
 - d. Bills of quantities

TYPE OF CONTRACT

It is an item rate contract. The Contractor shall be paid for the actual quantity and quality of work done, as measured at site on the rates quoted by him, on the basis of a payment certificate issued by the Registrar, National Sports University.

SCHEDULE OF QUANTITIES

Schedules of quantities given in the contract bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for the contract. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any of them. Contractor shall be bound to carry out the same without claiming any extras.

CONTRACT DRAWINGS

1. In general, drawings shall indicate dimension, position & type of construction.
2. Specifications shall indicate the qualities, methods, and bill of quantities shall indicate the quantum and rates. Any work indicated in drawings and not mentioned in the specifications or vice versa shall be furnished as fully set forth in both.
3. Contractor shall not deviate from the drawings.
4. Errors/inconsistencies discovered in the drawings shall be instantly brought to the notice of the Registrar for interpretation and correction, if any.
5. All drawings are the property of the University and shall not be used on any other project.
6. Bar bending schedule, if requested by the Registrar shall be furnished to him prior to fabrication.

REGISTRAR INSTRUCTIONS

If within seven days of receipt of written instructions from the Registrar, requiring compliance with an instruction the Contractor does not comply hence-with, then the Owner may get the work executed through another agency at the risk and cost of the Contractor.

SCOPE OF WORK OF CONTRACTOR

The scope of work to be carried out by the CONTRACTOR shall also include the following:

1. Repairing and Construction of drainage
2. Whole building plaster repairing inner and outer
3. Septic tank covering 3 nos.
4. Water tank stand repairing
5. Roof top tin repairing
6. Pipe line repairing
7. Ceiling repairing
8. Wall painting
9. Tiles works

The cost of all the above-mentioned works shall be deemed to be included in the rates for various items of work although such inclusion may not be specifically spelt out.

Whether specified elsewhere in the Agreement or not, the CONTRACTOR shall provide all materials (unless specifically spelt out in the agreement otherwise), labors of every description, energy and water and all tools, tackles, plant and transport necessary for proper execution of the work to the entire satisfaction of the OWNER.

SAMPLES AND DRAWINGS

The Contractor shall submit samples of materials and drawings required by the University with promptness within a week.

REGISTRAR STATUS AND DECISIONS

The Registrar shall periodically visit the site to familiarize himself generally with the progress and the quality of work and to determine, in general if the work is proceeding in accordance with the contract documents. The Registrar shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work, and shall not be responsible for the

Contractors failure to carry out the construction work in accordance with the contract documents.

The Registrar may in his absolute discretion from time to time, issue further drawings, details, written instructions, written decisions and written explanations in regard to: -

1. Variation or modification of the design
2. Quality or quantity of work, addition/alteration/omissions and substitutions of any work, any discrepancy and divergence between drawings and specifications.
3. Removal and re-erection of any works executed by the Contractor
4. Dismissal of any persons employed on the site, who in the opinion of the Registrar is not fit for the job.
5. Opening up for inspection any work-covered up
6. Amending and making good any defects under defects liability period
7. Removal from site, any materials brought by the Contractor, which in the opinion of the Registrar is not up to the desired standard.
8. Delay and extension of time
9. Postponement of any work

CONTRACTORS FIELD ORGANIZATION AND EQUIPMENT

1. The Contractor shall employ qualified and competent licensed Electricians on the site.
2. Contractor shall provide and install all necessary hoists, ladders, scaffoldings, tools, tackles, plants and machinery necessary for execution of the works
3. Guardrails shall be provided by the Contractor for safety of labour and general public at the site of works.

TAXES

Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and National Sports University will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to contractor by National Sports University after satisfying that it has been actually and genuinely paid by the contractor

STATUTORY OBLIGATIONS

The Contractor shall comply with and give all notices required by any Govt. authority and instrument, rule or order made under an act of parliament or state assembly or any regulation or bye-law of the local body, relating to the work and indemnify the Owner against any such liability arising out of noncompliance of the law.

By way of illustration of various Acts/statutory compliances as stated above, the following Acts as amended from time to time shall be complied with by the CONTRACTOR:

- a) Employee's Provident Fund Act 1952
- b) Contract Labour Act (Regulations and Abolition 1970)
- c) Minimum Wages Act 1948
- d) Payment of Wages Act 1936
- e) Workmen Compensation Act 1923
- f) Factories Act 1948
- g) Apprenticeship Act 1961

SUB CONTRACTOR

Before awarding any sub contract, the Contractor shall notify the Registrar, National Sports University in writing the names of the Sub-Contractors proposed. Contractor shall not employ the Sub-Contractor to whom Architect or Owner may have a reasonable objection.

MEASUREMENT OF WORK

Unless otherwise specified, measurement of work shall be carried from the works actually executed. The measurements for the purpose of preparing Bills will be taken jointly by the CONTRACTOR's representative and the Registrar. In measurement of work as stated above, the CONTRACTOR shall certify that the work has been carried out strictly as per the drawings, specifications and item of work in terms of the agreement. Such certificate shall require Registrar's

endorsement for the purpose of payment.

In the event of any dispute with regard to the measurement of the work executed, the decision of the University shall be final and binding on the CONTRACTOR

In the case of site measurements, should the CONTRACTOR not attend or neglect or fail to send his representative for taking joint measurements, the measurements taken by the Registrar shall be deemed to be the correct measurement of work and shall be binding on the CONTRACTOR

REJECTION

If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfill the requirements of the agreement, the Registrar shall give the CONTRACTOR notice in writing setting-forth particulars of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement.

Any materials, equipment, etc. brought to the site and found to be not in accordance with the agreement, shall be rejected by the Registrar and the CONTRACTOR shall remove the materials from the site within the period specified by the Engineer In-Charge.

The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per above

CERTIFICATES OF PAYMENTS

Registrar shall issue an interim certificate of payment stating the amount due to the Contractor from the University and the Contractor shall be entitled to payment thereof within a period of two week after issue of the certificate. From the total amount, certified deduction shall be made towards payments already made, security deposit, TDS etc.as applicable to Imphal. Manipur or any other tax applicable at the time of making payment.

All running payments shall be regarded as payment by way of advance against final payment only and not as payment for the work completed till the date of final payment. The running payment made shall not preclude the liability of the CONTRACTOR to finally complete the work strictly in accordance with the specifications and drawings, if required by re- constructing faulty work

CLAIM FOR EXTRA

In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor will submit rates, supported by rate analysis, for the work and the engineer-in-charge shall within one month of the receipt of the rates supported by rate analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

DEDUCTION FOR UNCORRECTED WORK

If the Registrar deems it in-expedient to correct work damaged or not done in accordance with the contract, an equitable deduction from the contract price shall be made thereof.

FLUCTUATIONS

The Contractor shall not claim any extras for fluctuation of price and the contract price shall not be subjected to any rise or fall in prices.

POSSESSION BEFORE VIRTUAL COMPLETION

If the Registrar, with the consent of the Contractor takes possession of part of the building for handing over to the finishing Contractor, such part of the building shall not be deemed to be virtually completed. Virtual completion of such part would occur only on completion of the last part of the structure.

TIME EXTENSION

Upon it becoming reasonably apparent that the progress of the work is delayed, the Contractor shall forthwith give written notice of the cause of delay to the Registrar, to enable the Registrar and the University to take a proper decision in the matter.

INSPECTION AND TEST

- i. The CONTRACTOR shall ensure inspection and test of all materials and work at his cost through his ENGINEER IN CHARGE and other technical staff at site.
- ii. The CONTRACTOR shall ensure proper supervision and inspection during the progress of work at site.
- iii. All materials and work, whether at the site or in the CONTRACTOR's /Sub-Contractor's premises shall be subject to inspection and test by the Registrar. The CONTRACTOR/ his Sub-Contractor shall provide all facilities free of cost to the Registrar including all labor, materials, tools, tackles, instruments, appliances, etc. to enable the ENGINEER IN CHARGE to carry out inspection and/or test.
- iv. All test certificates shall be subject to certification by the Registrar.
- v. The CONTRACTOR shall submit to the Registrar three copies of all inspection/ test certificates.
- vi. The CONTRACTOR shall not be entitled to any claim for extra time or cost due to any delay in carrying out inspection and testing or re-inspection and re-testing if so decided by the Registrar.
- vii. The CONTRACTOR shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection /testing

RESPONSIBILITY OF COMPLETION

Any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the contract work shall be executed / provided/ rendered by the CONTRACTOR without any Extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labor and materials necessary to complete the items of work in all respects.

DAMAGES FOR NON-COMPLETION

If the Contractor fails to complete the works by the date specified or within any extended time granted to him, the Contractor shall allow the University to deduct a sum calculated at the agreed liquidated damages, from the money due to him for the period the work remained incomplete, subject to a maximum amount of 10% of the Contract Value.

LIQUIDATED DAMAGES FOR DELAY

If the CONTRACTOR fails to complete the work/item (s) of work in all respects and hand over the same to the University within the time stipulated the CONTRACTOR, without prejudice to any other right or remedy of the University on account of such breach, be liable to pay the University liquidated damages at the rate of 1% (one percent) of the total contract price for delay of every week or part thereof.

The total amount of liquidated damages shall be limited to 10% (Ten percent) of the total contract price.

The above provisions shall not apply in cases of delay for which the CONTRACTOR is entitled to extension of completion time

VIRTUAL COMPLETION CERTIFICATE AND DEFECTS LIABILITY PERIOD

When in opinion of the Architect the works are practically completed, he shall forthwith issue a certificate to that effect, that date will be taken as the date of virtual completion.

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The Registrar shall prepare a schedule of defects, not later than 14 days after the expiry of the defects liability period. The Contractor shall within a reasonable period of time after receipt of schedule of defects shall rectify the same, failing which the Registrar will make suitable deductions from the contract sum.

MAINTENANCE GUARANTEE / DEFECTS LIABILITY PERIOD

Maintenance Guarantee period will be 12 months from the actual date of completion and handing over to the University.

- a) The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurations, shrinkage, leakage, dampness or any other defects.

- b) The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in Article (a) during the maintenance guarantee period.
- c) The CONTRACTOR shall, if required by the Registrar, search for the causes of any defects, imperfection or fault under the direction of the Registrar. The cost of such search shall be borne by the CONTRACTOR.
- d) At intervals specified by the Registrar the CONTRACTOR, along with the Registrar, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the CONTRACTOR shall take immediate steps to rectify the same, failing which; the Registrar may get the defects rectified at the risk and cost of the CONTRACTOR.
- e) At the end of the maintenance guarantee period, the CONTRACTOR, along with the Registrar, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the Registrar. If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the Registrar and the CONTRACTOR shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.
- f) Upon successful completion of the maintenance guarantee period the University shall issue final acceptance certificate to the CONTRACTOR

PAYMENT WITHHELD

The Registrar may withhold or on account of subsequently discovered evidence nullify the whole or part of any certificate to such an extent as may be necessary in his reasonable opinion to protect the University from loss, for defective work, non- payment to Subcontractors, or other claims connected to this work.

INSURANCE

Without prejudice to his ability to indemnify the University, the Contractor and his Subcontractors shall maintain such insurance as are necessary to cover the liability of the Contractor and the sub-Contractors.

INSURANCE AGAINST FIRE

The Contractor shall in the joint name of the University and the Contractor, insure against loss or damage due to fire, earthquakes and riots.

COORDINATION OF WORK

Contractor shall extend complete coordination to other agencies i.e. air-conditioning, firefighting and interiors working on the same site.

LABOUR

Contractor shall not employ child labour under 14 years of age and if female workers are employed he should make provision for safeguarding the small children to keep them clear of the site. All labour shall wear safety helmets and shoes to protect them from injury.

SAFETY

In respect of all labour 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 C.P.W.D. 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, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Registrar shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

ANTIQUITIES

All fossils and other objects of interest or value, which may be found on the site or in excavating the same during progress of the work, shall become a property of the University. The Contractor shall carefully take out and preserve all such objects and hand them over to the University, through the Architect.

GUARANTEE

Besides guarantees required elsewhere, the Contractor shall guarantee the works in general for one year after completion of defects liability period.

PERFORMANCE GUARANTEE

In addition to the Security Deposit the Contractor shall furnish a performance guarantee in the form of a Bank Guarantee to the tune of Five percent (5%) of the cost of the tender amount, which will be kept valid up to 12 months after completion of the work.

ARBITRATION

In case of dispute, the difference of opinion on any matter pertaining to the works, the decision of the Registrar shall be final and binding.

LIQUIDATION

If the CONTRACTOR commences to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carries on his business under a receiver for the benefits of his creditor the University shall be at liberty to:

- i) Give such receiver the liquidator or other person the option of carrying out the performance under the Agreement, subject to the receiver, liquidator or other person providing a guarantee up to an amount to be agreed upon by the OWNER and such receiver liquidator or other person for the due and faithful performance of the CONTRACTOR's obligations under this Agreement, or
- ii) If the receiver, liquidator or other person fails within 30 (thirty) days to exercise the option to carry out performance of the Agreement then the University may terminate the Agreement and give notice in writing to the CONTRACTOR or to the receiver, liquidator or to any person in whom the Agreement may have become vested.

TERMINATION OF CONTRACT

If the CONTRACTOR violates the Agreement or shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable directions, instructions or orders given to him in writing by the Registrar in connection with the work or shall contravene or breach any provisions of the Agreement, the University may give notice in writing to the CONTRACTOR to make good the failure, neglect or contravention complained of or cure that breach within a period of 30 (thirty) days of receiving such notice and in default of the compliance with the said notice, the University without prejudice to his rights as below may rescind or terminate the Agreement stating therein the effective date of termination, holding the CONTRACTOR liable for the damages that the OWNER may sustain in this behalf.

