

## FOR INVITING TENDERS FOR EXECUTION OF THE CONTRACT WORK

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| 1. Name and address of the Deptt.:      | Department of Physics.  |
| 2. Job description / Name of operation: | Collection of soil samples, recording of experimental data, drying, grinding, sieving of soil samples, washing and cleaning of glasswares and plastic wares, etc. |
| 3. Duration of contract:                | 01.06.2023 to 31.12.2023  |
| 4. Estimated cost                       | 1,10,000/-  |
| 5. Earnest money                        | 2200/- (2 % of estimated cost)  |
| 6. Date of opening of tenders           | 01.06.2023 at 11:30 AM  |
| 7. Working Hours/manpower required      | University working hours  |

The tender forms along with terms and conditions can be obtained from the O/o Department of Physics, CCS HAU, Hisar on cash payment of Rs. 118/- (100+18% GST) on any working day and will be opened on 01.06.2023 at 10:00 AM in the O/o Department of Physics, CCS HAU.

### TERMS & CONDITIONS OF THE TENDER

1. Tender will be received by the CCS HAU, Hisar upto 01.06.2023 at 10:00 AM and will be opened by the Committee on 01.06.2023 at 11:30 AM in the O/o Department of Physics, CCS HAU, Hisar in the presence of such tenderers' or their agents who may like to be present. Tenders can be sent by post in a sealed envelope by due date or to be delivered in person by the tenderers or by their agent to the Prof. & Head, Deptt. of Physics. Tenders must be super subscribed on the envelop "Tender for above work with name and address of the quotation on the envelop. **TENDER SHALL BE SUBMITTED IN DOUBLE ENVELOPE SYSTEM. FIRST ENVELOPE WILL BE SUBSCRIBED AS TECHNICAL BID AND SHALL CONTAIN EARNEST MONEY, FIRM REGISTRATION NO., PHONE NO., PAN NO., ESI NO., PF NO., LABOUR LICENCE NO., SERVICE TAX NO. AND OTHER RELATED INFORMATION IF AVAILABLE. THE SECOND ENVELOPE CONTAINING RATES SHALL BE SUBSCRIBED AS FINANCIAL BID. TECHNICAL BID SHALL BE OPENED FIRST. FINANCIAL BID SHALL BE OPENED IN CASE OF ONLY THOSE TENDERS WHO WILL QUALIFY TECHNICAL BID. THE TENDERER WHO DO NOT QUALIFY IN TECHNICAL BID, THEIR FINANCIAL BID SHALL NOT BE OPENED. BOTH TECHNICAL BID AND FINANCIAL BID SHALL BE PUT IN A BIGGER ENVELOPE.**
2. Earnest money amounting to Rs.2200/- must be accompanied with each tender in the shape of Demand Draft of any scheduled bank in favour of Prof. & Head, CCSHAU, Hisar payable at Hisar and each tender is to be sent under sealed cover.
3. Tenders not accompanied by earnest money in shape mentioned above shall not be considered and in case of the non-acceptance of the tender, the amount shall be refunded on the same day.
4. Conditional tenders are liable to be rejected.



5. The contractor shall be required to sign the contract agreement on the bond paper of Rs.15/- on the prescribed form within seven days of the intimation of the acceptance of the tender to him. Failure of the same, the earnest money shall be forfeited and may result into invalidation of contract.
6. The contractor will obtain a license for carrying out the assigned work. It will be absolutely essential if at any point of time the contractor is required to employ 20 or more employees for the job. It may be noted that want of license is culpable and punishable under law.
7. The contractor should not show at any point of time that the deptt. had any control and supervision over the working of employees of the contractor except in the matter of:
  - a) That the wages paid to the workmen of the contractor are as per D.C. rates.
  - b) That the quality of work done by the workmen of the contractor was as per requirement.
  - c) That the discipline of the employees of the contractor must always remain in the charge of the contractor himself. Similarly, the leave to the workmen must be sanctioned by the contractor himself and not by the department or the representative of the deptt.
  - d) That the deptt. shall not provide any advance to the employee of the contractor. It is the responsibility of the contractor himself to regulate it. The contractor should be required to maintain all type of record in respect of his employees.
8. The contractor will comply with the obligation of providing various amenities such as canteen, refreshment room, toilet etc. to the employees where the number of workmen exceeds twenty.
9. The agreement must disclose the names, parentage, and address of contractor and exact nature of the job.
10. The agreement will not at any point of time give any impression that it is a sham transaction or that it is being used as a tool to deprive the employees of their right.
11. The contractor will pay the minimum wages at least as provided under the Act.
12. The acceptance of the tenders will rest with Committee who is not bound to accept the lowest tender and reserves the authority to reject any or all the tenders without assigning any reason therefore. All tenders in which the conditions are not fulfilled will be rejected.
13. Income tax @ 2% will be deducted from the bill(s) at source.
14. The contractor will have to execute the job within the given time and no request for extending of time shall be entertained except in unforeseen circumstances.
15. Payment will be made after the completion of job satisfactorily on monthly basis.
16. The contractor shall be responsible for observance of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Industrial Disputes Act, 1947. The University shall not be responsible for it in any manner.
17. In case of any loss due to negligence of contractual workers the contractor shall be responsible to make good loss to the Committee failing which the amount of loss shall be recovered/adjusted from earnest money.
18. It will be sole responsibility of the contractor to compensate the labour on account of injury, loss of life or limb in accordance with the law in force for time to time. The University will in no way be responsible for such loss.
19. The contractor shall be required to provide material for sweeping etc if required. He will have to work as per the instructions given by the HOD.
20. It will also be the responsibility and liability of the contractor to adhere to the provisions of the ESI and Provident Fund Act and in case they are not followed properly, he himself will be responsible for it.



21. In case of breach of terms and conditions of the contract or any of them, the contract shall be cancelled and contractor black listed.
22. The University reserves the right of supervision.
23. In case of any dispute between the parties the same will be referred to the Arbitration of the Vice-Chancellor and his decision shall be final. The provisions of Indian Arbitration Act shall apply to these proceedings.
24. **THE SERVICE PROVIDER WILL BE BOUND TO ABIDE BY THE FOLLOWING PROVISIONS STRICTLY WITH RESPECT TO WORKERS.**
  - A) WORKERS ARE PAID WAGES EVERY MONTH THROUGH A/C PAYEE CHEQUE.
  - B) WORKERS ARE PAID AT LEAST MINIMUM WAGES AS PROVIDED UNDER MINIMUM WAGES ACT AND WORKING HOURS MAY BE FIXED FOR THEM.
  - C) WAGES SLIP WILL BE ISSUED REGULARLY TO THE WORKERS BY THE SERVICE PROVIDER.
  - D) WAGES @ D.C. RATES PREVAILING MUST BE ADHERED TO.
25. The contractor must obtain license from the Labour Department if required/applicable and submit to the authorities.
26. Service provider/Contractor will be liable to pay an appropriate fine as assessed if work is not completed/ delayed.
27. The suitability and assessment for the number of persons vis-à-vis-men hours (full/part time) as may be required shall be decided by the service provider in consultation with the concerned department from time to time.
28. **THE RATES QUOTED BY THE SERVICE PROVIDER MUST INCLUDE DC RATES, ALL APPLICABLE TAXES AND HIS PROFIT. THE TDS WILL BE DEDUCTED AS PER RULES. AGENCY WILL BE LIABLE FOR OTHER LIABILITIES AS PER LABOUR LAWS/RULES.**

*Rit*  
 18.5.2023  
 Prof. & Head  
 Department of Physics  
 COBS&H, CCS HAU, Hisar

Dated: 18.05.2023

Endst.No: Phy/23/399-450

1. All Deans/Directors/HODs, CCS HAU, Hisar
2. Divisional Employment Officer, Employment Exchange, Hisar.
3. Deputy Commissioner, Hisar.
4. President, Municipal Corporation, Hisar.
5. Notice Board, COBS&H, CCS HAU, Hisar.
6. Dy. Estate Officer, CCS HAU, Hisar.
7. Incharge, Computer Centre, CCS HAU, Hisar
8. President Labour Union, CCS HAU, Hisar.